



**COMMITTEE OF THE WHOLE MEETING & SPECIAL VILLAGE BOARD MEETING  
OF THE BOARD OF TRUSTEES  
VILLAGE OF MAYWOOD  
TUESDAY, AUGUST 3, 2021  
AT 7:00 PM  
VILLAGE COUNCIL CHAMBERS  
125 SOUTH 5TH AVENUE  
MAYWOOD, ILLINOIS 60153**

**AGENDA**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE TO THE FLAG**
4. **INVOCATION**
5. **PUBLIC COMMENT:**
6. **FINANCE MANAGEMENT REPORT(S):**
  - A. Presentation by Lanya Satchell, Director of Finance pursuant to the Village of Maywood Financial Report for Month Ending June 30, 2021. 6
7. **VILLAGE PRESIDENT REPORT AGENDA ITEM(S):**
8. **VILLAGE MANAGER REPORT AGENDA ITEM(S):**
  - A. Status Report regarding: Memorandum dated July 22, 2021 from Village Engineer regarding Status of Flood Relief Funding and Stormwater Improvements Projects with Cook County and Metropolitan Water Reclamation District of Greater Chicago and related Exhibit 1 - Storm Sewer Concept Plan (revision date 7.22.2021) from Village Engineer. 44
  - B. **Discussion Only:** Regarding IFF's Project Proposal/Presentation pertaining to the Development of 20-Units of new housing and one mix-use building in the Village of Maywood. 48
  - C. Consideration for Mr. Phillip DeGeratto of Buddy Bear Car Wash to make presentation regarding intent to establish a new Buddy Bear Car Wash location at 1215 S. 1st Ave. in Maywood, Illinois. 58
9. **VILLAGE ATTORNEY REPORT AGENDA ITEM(S):**
  - A. Status Report regarding: Selection of August 2021 date, time and location for Training Session for Newly Elected and Appointed Village Officials (Discussion Only - No attachment)
  - B. Status Report regarding: Amendments to Maywood Board of Fire and Police Commissioners Rules and Regulations to Adopt and Implement an Entry Level Police Officer Lateral Hire Program (Discussion Only - Attachment to be handed out at meeting)
10. **NEW BUSINESS (DISCUSSION AND RECOMMENDATION ONLY):** 67
  - A. Discussion and recommendation of: Amendment to Regular Meeting Schedule of the President and Board of Trustees for the 2021 Calendar Year and Approval of the Regular Meeting Schedule of The Committee Of The Whole of the President and Board of Trustees for the 2021 Calendar Year. Cover memo from Klein, Thorpe and Jenkins, Ltd. dated July 28, 2021.
    - \* RESOLUTION APPROVING AN AMENDED REGULAR MEETING SCHEDULE OF THE PRESIDENT AND BOARD OF TRUSTEES FOR THE 2021 CALENDAR YEAR AND APPROVING THE MEETING SCHEDULE OF THE COMMITTEE OF THE WHOLE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD FOR CALENDAR YEAR 2021.

\* NOTICE OF CHANGE TO THE REGULAR MEETING SCHEDULE OF THE PRESIDENT AND BOARD OF TRUSTEES FOR THE 2021 CALENDAR YEAR, AND  
NOTICE OF APPROVAL OF THE REGULAR MEETING SCHEDULE OF THE COMMITTEE OF THE WHOLE OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD FOR THE 2021 CALENDAR YEAR.

B. Discussion and recommendation of: Renewal of Cable Television Franchise Agreement By and Between the Village of Maywood and Comcast of California/Colorado/Indiana/Michigan, LP; with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated July 28, 2021. 75

\* RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF THE CABLE TELEVISION FRANCHISE AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD AND COMCAST OF CALIFORNIA/COLORADO/INDIANA/MICHIGAN, LP

C. Discussion and recommendation of: AN ORDINANCE AUTHORIZING THE CREATION AND RATIFICATION OF THE ISSUANCE OF A CLASS "C" LIQUOR LICENSE (TEMPORARY SPECIAL EVENT LIQUOR LICENSE FOR NON-VILLAGE OWNED PROPERTY) TO APPLICANT MAYWOOD PARK DISTRICT FOR THE "2021 WINE DOWN WEDNESDAYS" SPECIAL EVENTS TO BE HELD AT THE 50 WEST MADISON STREET PROPERTY (Special Event Dates: July 14, 2021; July 28, 2021; August 11, 2021; and August 25, 2021), with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated July 28, 2021. 99

D. Discussion and recommendation of: AN ORDINANCE AUTHORIZING THE CREATION AND ISSUANCE OF A CLASS "E" LIQUOR LICENSE (TEMPORARY LICENSE TO SELL OR TRANSFER LIQUOR ON MUNICIPALLY-OWNED PROPERTY) TO APPLICANT VILLAGE OF MAYWOOD FOR THE 2021 MAYWOOD FEST TO BE HELD AT VETERANS PARK (Maywood Fest - September 10, 11 and 12, 2021), with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated July 28, 2021.

E. Discussion and recommendation of: 2021 Maywood Fest regarding Template - Entertainment and Music Performer and Special Event Production Agreement and Template - Entertainment and Music Performer Agreement, with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated July 28, 2021. 104

F. Discussion and recommendation of: AN ORDINANCE AMENDING SECTION 130.20 (DISORDERLY CONDUCT) REGARDING PENALTIES FOR UNLAWFUL ADULT ENTERTAINMENT, with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated July 28, 2021. 122

G. Discussion and recommendation of: Employment Agreements for Finance Director and Fire Chief, with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated July 28, 2021. 127  
\* A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT FOR THE POSITION OF FIRE CHIEF (CRAIG BRONAUGH), with a copy of the Employment Agreement attached as Exhibit "A".

- \* A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT FOR THE POSITION OF FINANCE DIRECTOR (LANYA SATCHELL), with a copy of the Employment Agreement attached as Exhibit "A".
- \* NOTICE OF POSTING IN COMPLIANCE WITH SECTION 7.3 OF THE ILLINOIS OPEN MEETINGS ACT (5 ILCS 120/7.3) (Village Employees with Total Compensation Packages of \$150,000+per year).

H. Discussion and recommendation of: A RESOLUTION APPROVING THE APPOINTMENT OF VILLAGE PRESIDENT NATHANIEL GEORGE BOOKER AS THE COMBINED COMMUNITY PUBLIC MEMBER/PSAP REPRESENTATIVE TO SERVE ON THE IKE JOINT EMERGENCY TELEPHONE SYSTEM BOARD ("IKE JETSB") (Participating members: Village of Broadview and the Village of Maywood) (Village of Maywood, Cook County, Illinois), with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated July 28, 2021. 184

I. Discussion and recommendation of: 189

- \* AN ORDINANCE AMENDING THE MAYWOOD VILLAGE CODE REGARDING VILLAGE BOARDS, COMMITTEES AND COMMISSIONS, with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated July 29, 2021.
- \* AN ORDINANCE AMENDING ARTICLE IX (INVESTMENT AND FINANCIAL PERFORMANCE REPORTING) OF THE VILLAGE OF MAYWOOD'S FISCAL AND INVESTMENT POLICY TO RENAME THE FINANCE COMMITTEE TO THE FISCAL ACCOUNTABILITY & GOVERNMENT TRANSPARENCY COMMITTEE, with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated July 29, 2021.

J. Discussion and recommendation of: RESOLUTION DESIGNATING PROVISO COMMUNITY BANK AS PUBLIC DEPOSITORY AND AUTHORIZING THE DEPOSIT AND WITHDRAWAL OF VILLAGE MONIES AND DESIGNATING THE VILLAGE PRESIDENT, THE VILLAGE TREASURER AND THE VILLAGE CLERK AS AUTHORIZED SIGNATORIES AT PROVISO COMMUNITY BANK (Village of Maywood - Capital Projects Bank Account), with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated July 28, 2021. 209

K. Discussion and recommendation of: AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE MAYWOOD VILLAGE CODE RELATIVE TO THE DEPARTMENTAL STRUCTURE OF THE VILLAGE, with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated July 28, 2021. 219

L. Discussion and recommendation of: DECLARATION NO. 2021-1: DECLARATION OF A STATE OF EMERGENCY IN THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS (COVID-19 - AUGUST 3, 2021) (Disaster Declaration and Remote Meeting Rules), with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated July 28, 2021. 231

M. Discussion and recommendation of: RESOLUTION ACCEPTING A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S ABANDONED RESIDENTIAL PROPERTY MUNICIPAL RELIEF PROGRAM AND AUTHORIZING AND APPROVING THE EXECUTION OF THE GRANT AGREEMENT 236

\* CERTIFICATION form per the Illinois Housing Development Authority ("IHDA")

\* INCUMBENCY CERTIFICATE form per the IHDA

**11. OLD BUSINESS (DISCUSSION AND RECOMMENDATION ONLY):**

A. Discussion and recommendation of: Property and Building Management Agreement with Maywood Park District for 200 South 5th Avenue Building and 1100 South 11th Avenue Building, with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated June 17, 2021. 243

B. Discussion and recommendation of: Proposed Operation of the Fred Hampton Pool by the Maywood Park District, with a cover memo from Klein, Thorpe and Jenkins Ltd. dated June 21, 2021. 256

C. Discussion and recommendation of: RESOLUTION APPROVING THE SALE AND REDEVELOPMENT OF REAL PROPERTY COMMONLY KNOWN AS 1002 SOUTH 6th AVENUE AND EXECUTION OF A REDEVELOPMENT AGREEMENT REGARDING SAME (Purchaser / Developer: Access Health and Housing, LLC), with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated June 21, 2021. 282

D. AN ORDINANCE AMENDING CHAPTER 72 (STOPPING, STANDING AND PARKING) OF TITLE VII (TRAFFIC CODE) AND SECTION 150.036 (CHRONIC PUBLIC NUISANCES), CHAPTER 150 (BUILDING REGULATIONS) OF TITLE 15 (LAND USAGE) OF THE MAYWOOD VILLAGE CODE RELATIVE TO PROPERTY OWNER PARKING RESPONSIBILITY AND CHRONIC PUBLIC NUISANCES. 318

**12. OTHER MATTERS:**

**13. SPECIAL VILLAGE BOARD MEETING AGENDA ITEMS (CONSIDERATION AND FINAL ACTION):**

A. AN ORDINANCE AUTHORIZING THE CREATION AND RATIFICATION OF THE ISSUANCE OF A CLASS "C" LIQUOR LICENSE (TEMPORARY SPECIAL EVENT LIQUOR LICENSE FOR NON-VILLAGE OWNED PROPERTY) FOR MAYWOOD PARK DISTRICT LOCATED AT 50 WEST MADISON STREET (Special Event Dates: July 14, 2021; July 28, 2021; August 11, 2021; and August 28, 2021).

B. AN ORDINANCE AUTHORIZING THE CREATION AND ISSUANCE OF A CLASS "E" LIQUOR LICENSE (TEMPORARY LICENSE TO SELL OR TRANSFER LIQUOR ON MUNICIPALLY-OWNED PROPERTY) (Maywood Fest - September 10 to 12, 2021)

C. MOTION TO WAIVE THE SPECIAL EVENT LIQUOR LICENSE APPLICATION FEE (\$75.00), THE SPECIAL EVENT LICENSE FEE (\$125.00 PER DAY; \$375.00 TOTAL) AND THE BACKGROUND CHECK FOR THE VILLAGE OF MAYWOOD, APPLICANT FOR A CLASS "E" LIQUOR LICENSE (TEMPORARY LICENSE TO SELL OR TRANSFER LIQUOR ON MUNICIPALLY-OWNED PROPERTY) FOR THE 2021 MAYWOOD FEST (SEPTEMBER 10, 11 AND 12, 2021).

D. Consideration to approve the APP Resolution for the Round 5 IDHA Abandon Property Grant to be passed before August 6, 2021. The APP Resolution has to be processed by the Clerk's Office prior to the August 6, 2021 deadline. 329

**14. FOR INFORMATION ONLY:**

**15. CLOSED MEETING ITEMS:**

- A. Pending Litigation (5 ILCS 120/2(c)(11)).
- B. Probable and Imminent Litigation (5 ILCS 120/2(c)(11)).
- C. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body. (5 ILCS 120/2(c)(1)).
- D. Purchase or lease of real property for use by the Village (5 ILCS 120/2(c)(5)).

**16. ADJOURNMENT**

cc: Mayor	Nathaniel George Booker
Trustees:	
	Isiah Brandon
	Miguel Jones
	Melvin L. Lightford, Sr.
	Aaron Peppers
	Antonio Sanchez
	Shabaun Reyes-Plummer
Village Clerk	Gwayne D. Williams
Village Manager	Chasity Wells-Armstrong

**The Committee of the Whole of the President and Board of Trustees is also known as the Legal, License and Ordinance Committee.**



**Village of Maywood**  
**Financial Report**  
**Month Ending**  
**June 30, 2021**



# VILLAGE OF MAYWOOD

## FINANCE DEPARTMENT

40 MADISON STREET, MAYWOOD, ILLINOIS 60153  
708-450-6320 (WATER BILLING)  
708-450-6310 (FINANCE DEPT.)

TO: Chasity Wells-Armstrong  
Village Manager

FROM: Lanya D. Satchell  
Director of Finance

DATE: July 21, 2021

RE: FY'2022 - Period 2 Analysis (June 1, 2021 – June 30, 2021)

Attached please find the Detailed Revenue and Expense Report for 2 months ending June 30, 2021. Upon review of the report, you will find that with 17% of the Fiscal Year having elapsed most departments have operated within the same percentage of their budgets. Exceptions reflect such expenditures as Membership & Dues, Contractual & Professional Services, and Building Maintenance.

### Revenues

For your review, I have enclosed a three-year analysis of the major revenue sources for the Village of Maywood. For comparison, I have highlighted (in blue) collections for June and year to date totals. As of June 30, 2021, Revenue reflects 10.9% of the total budgeted amount which is largely due to the timing of many of our revenue streams.

### Expenses

As of June 30, 2021, total expenditures for the Corporate Fund reflect 11.3%. Although total expenditures are below 17% of the elapsed fiscal year budget, the period reflects a deficit in the amount of \$126,405 due to revenue shortfalls.

### Other Major Funds

Motor Fuel reflects total fund revenue of 47.5% with total fund expenditures of 3.5%. Expenditures budgeted for this fund are largely represent Capital Improvements (\$528K).

As of June 30, 2021, the Water Fund reflects total fund revenue of 15.9% and total expenditures of 5.1%. After two periods, the Fund reflects a surplus of \$1M - as infrastructure projects begin and payment for water and refuge services are invoiced and paid, any surplus will quickly dwindle.

All other funds have had little to no activity through period two, I will continue to apprise you of any substantive changes to the financial position as it relates to the FY2022 Budget.



**VILLAGE OF MAYWOOD**  
**FY 2022 - SALES TAX ANALYSIS**

	<u>Municipal</u>	<u>Home Rule</u>	<u>Motor Fuel</u>
May (February)	70,188	56,229	23,006
<b>June (March)</b>	<b>113,562</b>	<b>93,154</b>	<b>27,106</b>
July (April)			
August (May)			
September (June)			
October (July)			
November (August)			
December (September)			
January (October)			
February (November)			
March (December)			
April (January)	-	-	-
<b>TOTAL</b>	<b>183,750</b>	<b>149,383</b>	<b>50,112</b>

<u>Municipal Sales Tax</u>	<u>FY 2019</u>	<u>FY2020</u>	<u>FY2021</u>
May (February)	63,660	64,041	62,423
June (March)	83,632	74,038	64,366
July (April)	67,841	71,846	54,902
August (May)	72,922	79,004	63,366
September (June)	75,605	73,852	73,048
October (July)	77,271	81,590	77,866
November (August)	77,117	78,302	73,842
December (September)	71,534	80,660	75,405
January (October)	73,899	72,319	70,901
February (November)	66,595	71,340	66,666
March (December)	68,678	72,081	73,695
April (January)	<u>47,769</u>	<u>46,702</u>	<u>83,244</u>
<b>TOTAL</b>	<b>846,524</b>	<b>865,776</b>	<b>839,725</b>

<u>Home Rule Sales Tax</u>	<u>FY 2019</u>	<u>FY2020</u>	<u>FY2021</u>
May (February)	50,105	50,962	49,738
June (March)	62,735	57,756	49,726
July (April)	54,249	57,696	42,296
August (May)	58,932	65,291	47,101
September (June)	63,303	60,703	56,055
October (July)	59,749	64,411	60,751
November (August)	59,818	63,168	59,305
December (September)	55,938	58,483	59,788
January (October)	59,276	57,348	56,834
February (November)	54,965	56,579	53,042
March (December)	55,498	58,299	57,029
April (January)	<u>48,884</u>	<u>53,618</u>	<u>65,429</u>
<b>TOTAL</b>	<b>683,452</b>	<b>704,313</b>	<b>657,092</b>

<u>Motor Fuel Sales Tax</u>	<u>FY 2019</u>	<u>FY2020</u>	<u>FY2021</u>
October (July)			16,322
November (August)			29,937
December (September)			26,701
January (October)			24,307
February (November)			24,885
March (December)			24,125
April (January)			<u>82,770</u>
<b>TOTAL</b>			<b>169,048</b>



**VILLAGE OF MAYWOOD**  
**MAJOR REVENUE SOURCES - (State shared)**

<u><b>INCOME TAX</b></u>	<u><b>FY 2019</b></u>	<u><b>FY 2020</b></u>	<u><b>FY 2021</b></u>	<u><b>FY 2022</b></u>
May	330,396	483,760	242,876	405,364
<b>June</b>	152,631	151,076	150,440	<b>355,666</b>
July	206,372	225,931	238,893	
August	151,490	161,954	326,618	
September	147,848	143,338	185,066	
October	229,783	255,741	267,992	
November	165,497	166,910	181,084	
December	137,174	157,723	160,320	
January	199,871	220,457	255,423	
February	240,461	227,131	270,039	
March	144,789	168,894	186,110	
April	385,925	7,179	296,750	
	<u>2,492,237</u>	<u>2,370,093</u>	<u>2,761,612</u>	<u>761,030</u>

<u><b>PERS PROP REPLACEMENT TAX</b></u>	<u><b>FY 2019</b></u>	<u><b>FY 2020</b></u>	<u><b>FY 2021</b></u>	<u><b>FY 2022</b></u>
May	133,755	184,378	101,011	263,286
July	104,224	108,907	104,948	-
August	10,523	13,064	77,552	
October	94,319	189,543	98,315	
December	23,065	31,477	25,445	
January	77,329	115,098	121,017	
March	30,502	22,882	43,723	
April	93,373	74,629	204,300	
	<u>567,088</u>	<u>739,979</u>	<u>776,311</u>	<u>263,286</u>

<u><b>LOCAL USE TAX</b></u>	<u><b>FY 2019</b></u>	<u><b>FY 2020</b></u>	<u><b>FY 2021</b></u>	<u><b>FY 2022</b></u>
May	47,190	58,180	59,883	62,651
<b>June</b>	56,989	66,140	76,175	<b>80,095</b>
July	49,738	62,602	91,555	
August	54,236	62,873	80,642	
September	58,085	63,917	89,684	
October	56,346	65,710	90,542	
November	53,587	62,953	87,182	
December	61,473	70,507	90,956	
January	65,068	77,413	95,303	
February	71,995	72,525	101,557	
March	87,060	99,514	143,310	
April	70,642	80,646	70,262	-
	<u>732,410</u>	<u>842,979</u>	<u>1,077,050</u>	<u>142,746</u>



**VILLAGE OF MAYWOOD**  
**MAJOR REVENUE SOURCES - (State shared)**

<u>TELECOMMUNICATIONS TAX</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
May (March)	33,818	37,670	20,381	26,886
June (April)	37,784	30,130	28,276	26,563
July (May)	35,346	28,489	26,200	
August (June)	35,934	29,469	31,442	
September (July)	35,080	27,980	25,971	
October (August)	34,471	29,225	26,752	
November (September)	34,220	28,888	24,910	
December (October)	31,744	29,076	27,762	
January (November)	31,668	29,048	26,048	
February (December)	31,363	32,295	24,999	
March (January)	31,471	31,900	26,775	
April (February)	25,818	5,966	24,562	-
	<u>398,717</u>	<u>340,136</u>	<u>314,077</u>	<u>53,449</u>

<u>COMM ED UTAX</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
May	61,312	59,206	58,505	57,097
June	59,625	57,624	55,563	58,639
July	68,613	62,329	70,268	
August	87,758	79,273	88,543	
September	78,422	85,919	87,524	
October	77,872	74,075	83,029	
November	63,942	67,198	60,881	
December	57,690	60,520	59,797	
January	71,503	70,779	67,904	
February	74,207	71,973	75,152	
March	72,862	68,989	70,514	
April	65,575	63,310	63,842	
	<u>839,382</u>	<u>821,195</u>	<u>841,521</u>	<u>115,736</u>

<u>NI GAS UTAX</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
May	48,924	42,103	38,718	42,499
June	28,761	29,277	31,465	37,408
July	15,951	17,634	15,376	
August	11,876	13,699	15,238	
September	12,306	11,760	21,071	
October	11,472	11,790	18,868	
November	16,429	12,733	20,303	
December	43,660	36,591	31,120	
January	60,383	58,199	44,435	
February	65,927	56,403	66,857	
March	76,001	67,428	79,186	
April	60,894	50,650	54,116	
	<u>452,583</u>	<u>408,274</u>	<u>436,754</u>	<u>79,906</u>



**VILLAGE OF MAYWOOD**  
**MAJOR REVENUE SOURCES - (State shared)**

<u>VIDEO GAMING TAX</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
May (March)		2,184	2,025	6,956
June (April)		1,727	-	7,901
July (May)		1,464	-	
August (June)		1,838	-	
September (July)		1,447	4,248	
October (August)		1,882	4,230	
November (September)		1,897	4,079	
December (October)		2,173	3,981	
January (November)		1,408	2,256	
February (December)		1,617	-	
March (January)		1,475	1,305	
April (February)		2,590	4,495	
		<u>21,701</u>	<u>26,619</u>	<u>14,857</u>

<u>CANNABIS USE TAX</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
May (March)			1,135	2,760
June (April)			879	3,203
July (May)			1,176	
August (June)			1,341	
September (July)			1,817	
October (August)			1,188	
November (September)			1,346	
December (October)			1,157	
January (November)			2,663	
February (December)			2,145	
March (January)			2,114	
April (February)		3,942	2,730	
		<u>3,942</u>	<u>19,690</u>	<u>5,963</u>



VILLAGE OF MAYWOOD  
 FY2021-2022 Budget Analysis  
 FISCAL YEAR TO DATE AT JUNE 30, 2021

		JUNE ACTUAL	YTD ACTUAL	FY'22 BUDGET	% USED
01-10-30125	ADMINISTRATIVE HEARINGS	3,029.00	3,279.00	25,000.00	13.1
01-10-30126	COMPLIANCE TICKETS	300.00	950.00	7,500.00	12.7
01-10-30160	BOOT CHARGES	-	-	10,000.00	0.0
01-10-30235	CODE VIOLATIONS	1,700.00	3,900.00	-	
01-10-30290	FINES/ FORFEITURES	350.00	350.00	15,000.00	2.3
01-10-30365	JUDGEMENTS & LIENS	5,613.25	10,162.75	55,000.00	18.5
01-10-30445	IL DEBT RECOVERY PROGRAM	9,926.89	16,017.02	150,000.00	10.7
01-10-30450	REDLIGHT REVENUE	8,932.15	19,990.35	100,000.00	20.0
01-10-30460	PARKING FINES	5,000.00	25,200.00	250,000.00	10.1
01-10-30500	POLICE TOWING	10,199.00	22,199.00	150,000.00	14.8
01-10-30519	POLICE SEIZURES	294.45	294.45	30,000.00	1.0
01-10-30521	POLICE TRAFFIC ENFORCEMENT	980.00	980.00	17,500.00	5.6
	<b>TOTAL FINES</b>	<b>46,324.74</b>	<b>103,322.57</b>	<b>810,000.00</b>	<b>12.8</b>
01-10-30130	AMBULANCE & RESCUE FEES	89,876.32	149,234.73	525,000.00	28.4
01-10-30140	ANIMAL RELEASE	630.00	710.00	2,500.00	28.4
01-10-30150	BOARD UP	-	-	1,000.00	0.0
01-10-30170	BUILDING PERMITS	391,525.73	420,506.98	350,000.00	120.1
01-10-30175	ENTERPRISE ZONE	-	-	20,000.00	0.0
01-10-30211	CLERK'S OFFICE FEES	-	-	1,500.00	0.0
01-10-30220	FRANCHISE FEES	-	-	250,000.00	0.0
01-10-30230	CERTIFICATE OF INSPECTION	3,195.00	7,630.00	50,000.00	15.3
01-10-30280	ELEVATOR INSPECTIONS	43.00	43.00	3,500.00	1.2
01-10-30300	FINGERPRINTS	1,110.00	1,110.00	-	
01-10-30335	HEALTH INSPECTIONS	-	-	15,000.00	0.0
01-10-30405	MAYWOOD PROVISO OFFICER	-	-	24,932.00	0.0
01-10-30455	OCCUPANCY PERMIT	270.00	466.00	1,000.00	46.6
01-10-30480	VACANT BLDG REGISTRATION	5,250.00	8,750.00	50,000.00	17.5
01-10-30516	POLICE/FIRE REPORTS	-	-	5,000.00	0.0
01-10-30630	TRANSFER STAMPS	51,130.00	81,659.00	250,000.00	32.7
01-10-30760	50 / 50 SIDEWALK	9,832.23	11,032.23	15,000.00	73.5
	<b>TOTAL FEES</b>	<b>552,862.28</b>	<b>681,141.94</b>	<b>1,564,432.00</b>	<b>43.5</b>
01-10-30200	BUSINESS LICENSE	-	42.00	80,000.00	0.1
01-10-30240	CONTRACTORS LICENSE	5,570.00	11,000.00	60,000.00	18.3
01-10-30250	DOG TAGS	40.00	130.00	2,500.00	5.2
01-10-30390	LIQUOR LICENSE	-	-	55,000.00	0.0
01-10-30470	PARKING PERMITS	1,750.00	2,175.00	10,000.00	21.8
01-10-30650	VEHICLE STICKERS	1,667.00	2,919.50	300,000.00	1.0
	<b>TOTAL LICENCES</b>	<b>9,027.00</b>	<b>16,266.50</b>	<b>507,500.00</b>	<b>3.2</b>
01-10-30370	INTEREST	47.33	118.51	2,000.00	5.9
01-10-30720	ZBA HEARINGS	-	-	250.00	0.0
01-10-30620	SUMMARY ABATEMENT	-	-	1,000.00	0.0
	<b>TOTAL SERVICE CHARGE</b>	<b>47.33</b>	<b>118.51</b>	<b>3,250.00</b>	<b>3.6</b>
01-10-30330	GRANTS	-	-	25,000.00	0.0
	<b>TOTAL GRANTS</b>	<b>-</b>	<b>-</b>	<b>25,000.00</b>	<b>0.0</b>

		JUNE ACTUAL	YTD ACTUAL	FY'22 BUDGET	% USED
01-10-30520	COOK COUNTY PTAX	-	642,780.57	12,781,927.95	5.0
01-10-30522	SALES TAX	233,822.23	383,245.20	1,500,000.00	25.5
01-10-30523	INCOME TAX	355,665.68	761,030.03	2,425,000.00	31.4
01-10-30524	PERS PROP REPLACE TAX	-	263,286.34	625,000.00	42.1
01-10-30526	LOCAL USE TAX	80,094.92	142,746.07	700,000.00	20.4
01-10-30529	TELECOMMUNICATIONS TAX	26,563.19	53,448.73	425,000.00	12.6
01-10-30531	COMM ED UTAX	58,638.64	115,735.95	700,000.00	16.5
01-10-30532	NI GAS UTAX	37,407.91	79,906.46	350,000.00	22.8
01-10-30540	PROPERTY TAX - POLICE PENSION	-	-	4,683,510.00	0.0
01-10-30541	PROPERTY TAX - FIRE PENSION	-	-	3,513,543.00	0.0
01-10-30545	VIDEO GAMING - NEW	7,901.08	14,856.60	25,000.00	59.4
01-10-30547	CANNABIS USE TAX - NEW	3,202.95	5,963.05	20,000.00	29.8
	<b>TOTAL TAXES</b>	<b>803,296.60</b>	<b>2,462,999.00</b>	<b>27,748,980.95</b>	<b>8.9</b>
01-10-30260	DONATIONS	5,000.00	5,000.00	3,500.00	142.9
01-10-30410	MAINTENANCE OF HIGHWAYS	-	-	45,000.00	0.0
01-10-30440	MISC	4,766.50	5,796.21	100,000.00	5.8
01-10-30550	REIMBURSEMENTS TO VILLAGE	104,020.53	104,848.80	150,000.00	69.9
01-10-30590	SALE OF PROPERTY	-	-	150,000.00	0.0
01-10-30600	SPECIAL SIGNS	-	-	750.00	0.0
01-10-30730	ZONING MAPS	-	-	250.00	0.0
	<b>TOTAL OTHER</b>	<b>113,787.03</b>	<b>115,645.01</b>	<b>449,500.00</b>	<b>25.7</b>
	<b>GRAND TOTAL</b>	<b>1,525,344.98</b>	<b>3,379,493.53</b>	<b>31,108,662.95</b>	<b>10.9</b>

VILLAGE OF MAYWOOD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING JUNE 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CORPORATE</u>					
01-10-30125	ADMINISTRATIVE HEARINGS	3,029.00	3,279.00	25,000.00	21,721.00 13.1
01-10-30126	COMPLIANCE TICKETS	300.00	950.00	7,500.00	6,550.00 12.7
01-10-30130	AMBULANCE & RESCUE FEES	89,876.32	149,234.73	525,000.00	375,765.27 28.4
01-10-30140	ANIMAL RELEASE	630.00	710.00	2,500.00	1,790.00 28.4
01-10-30150	BOARD UP	.00	.00	1,000.00	1,000.00 .0
01-10-30160	BOOT CHARGES	.00	.00	10,000.00	10,000.00 .0
01-10-30170	BUILDING PERMITS	391,525.73	420,506.98	350,000.00	( 70,506.98) 120.1
01-10-30175	ENTERPRISE ZONE	.00	.00	20,000.00	20,000.00 .0
01-10-30200	BUSINESS LICENSE	.00	42.00	80,000.00	79,958.00 .1
01-10-30211	CLERK'S OFFICE FEES	.00	.00	1,500.00	1,500.00 .0
01-10-30220	FRANCHISE FEES	.00	.00	250,000.00	250,000.00 .0
01-10-30230	CERTIFICATE OF INSPECTION	3,195.00	7,630.00	50,000.00	42,370.00 15.3
01-10-30235	CODE VIOLATIONS	1,700.00	3,900.00	.00	( 3,900.00) .0
01-10-30240	CONTRACTORS LICENSE	5,570.00	11,000.00	60,000.00	49,000.00 18.3
01-10-30250	DOG TAGS	40.00	130.00	2,500.00	2,370.00 5.2
01-10-30260	DONATIONS	5,000.00	5,000.00	3,500.00	( 1,500.00) 142.9
01-10-30280	ELEVATOR INSPECTIONS	43.00	43.00	3,500.00	3,457.00 1.2
01-10-30290	FINES/ FORFEITURES	350.00	350.00	15,000.00	14,650.00 2.3
01-10-30300	FINGERPRINTS	1,110.00	1,110.00	.00	( 1,110.00) .0
01-10-30330	GRANTS	.00	.00	25,000.00	25,000.00 .0
01-10-30335	HEALTH INSPECTIONS	.00	.00	15,000.00	15,000.00 .0
01-10-30365	JUDGEMENTS & LIENS	5,613.25	10,162.75	55,000.00	44,837.25 18.5
01-10-30370	INTEREST	47.33	118.51	2,000.00	1,881.49 5.9
01-10-30390	LIQUOR LICENSE	.00	.00	55,000.00	55,000.00 .0
01-10-30405	MAYWOOD PROVISIO OFFICER	.00	.00	24,932.00	24,932.00 .0
01-10-30410	MAINTENANCE OF HIGHWAYS	.00	.00	45,000.00	45,000.00 .0
01-10-30440	MISC	4,766.50	5,796.21	100,000.00	94,203.79 5.8
01-10-30445	IL DEBT RECOVERY PROGRAM	9,926.89	16,017.02	150,000.00	133,982.98 10.7
01-10-30450	REDLIGHT REVENUE	8,932.15	19,990.35	100,000.00	80,009.65 20.0
01-10-30455	OCCUPANCY PERMIT	270.00	466.00	1,000.00	534.00 46.6
01-10-30460	PARKING FINES	5,000.00	25,200.00	250,000.00	224,800.00 10.1
01-10-30470	PARKING PERMITS	1,750.00	2,175.00	10,000.00	7,825.00 21.8
01-10-30480	VACANT BLDG REGISTRATION	5,250.00	8,750.00	50,000.00	41,250.00 17.5
01-10-30500	POLICE TOWING	10,199.00	22,199.00	150,000.00	127,801.00 14.8
01-10-30516	POLICE/FIRE REPORTS	.00	.00	5,000.00	5,000.00 .0
01-10-30519	POLICE SEIZURES	294.45	294.45	30,000.00	29,705.55 1.0
01-10-30520	COOK COUNTY PTAX -MB FINANCIAL	.00	642,780.57	12,781,927.95	12,139,147.38 5.0
01-10-30521	POLICE TRAFFIC ENFORCEMENT	980.00	980.00	17,500.00	16,520.00 5.6
01-10-30522	SALES TAX	233,822.23	383,245.20	1,500,000.00	1,116,754.80 25.6
01-10-30523	INCOME TAX	355,665.68	761,030.03	2,425,000.00	1,663,969.97 31.4
01-10-30524	PERS PROP REPLACE TAX	.00	263,286.34	625,000.00	361,713.66 42.1
01-10-30526	LOCAL USE TAX	80,094.92	142,746.07	700,000.00	557,253.93 20.4
01-10-30529	TELECOMMUNICATIONS TAX	26,563.19	53,448.73	425,000.00	371,551.27 12.6
01-10-30531	COMM ED UTAX	58,638.64	115,735.95	700,000.00	584,264.05 16.5
01-10-30532	NI GAS UTAX	37,407.91	79,906.46	350,000.00	270,093.54 22.8
01-10-30540	PROPERTY TAX - POLICE PENSION	.00	.00	4,683,510.00	4,683,510.00 .0
01-10-30541	PROPERTY TAX - FIRE PENSION	.00	.00	3,513,543.00	3,513,543.00 .0
01-10-30545	VIDEO GAMING TAX	7,901.08	14,856.60	25,000.00	10,143.40 59.4
01-10-30547	CANNABIS USE TAX	3,202.95	5,963.05	20,000.00	14,036.95 29.8
01-10-30550	REIMBURSEMENTS TO VILLAGE	104,020.53	104,848.80	150,000.00	45,151.20 69.9
01-10-30590	SALE OF PROPERTY	.00	.00	150,000.00	150,000.00 .0
01-10-30600	SPECIAL SIGNS	.00	.00	750.00	750.00 .0

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING JUNE 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
01-10-30620 SUMMARY ABATEMENT	.00	.00	1,000.00	1,000.00	.0
01-10-30630 TRANSFER STAMPS	51,130.00	81,659.00	250,000.00	168,341.00	32.7
01-10-30650 VEHICLE STICKERS	1,667.00	2,919.50	300,000.00	297,080.50	1.0
01-10-30720 ZBA HEARINGS	.00	.00	250.00	250.00	.0
01-10-30730 ZONING MAPS	.00	.00	250.00	250.00	.0
01-10-30760 50 / 50 SIDEWALK	9,832.23	11,032.23	15,000.00	3,967.77	73.6
<b>TOTAL CORPORATE</b>	<b>1,525,344.98</b>	<b>3,379,493.53</b>	<b>31,108,662.95</b>	<b>27,729,169.42</b>	<b>10.9</b>
<b>TOTAL FUND REVENUE</b>	<b>1,525,344.98</b>	<b>3,379,493.53</b>	<b>31,108,662.95</b>	<b>27,729,169.42</b>	<b>10.9</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING JUNE 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>VILLAGE CLERK</u>					
01-11-40100 STRAIGHT TIME	8,890.52	22,129.50	115,568.96	93,439.46	19.2
01-11-40310 SICK BUY BACK	.00	.00	1,500.00	1,500.00	.0
01-11-40400 FICA TAXES	637.12	1,585.42	8,841.03	7,255.61	17.9
01-11-40410 I.M.R.F.	182.80	454.77	4,629.11	4,174.34	9.8
01-11-40415 HEALTH/VISION/LIFE INSURANCE	3,183.86	7,959.65	45,540.46	37,580.81	17.5
01-11-53000 CODIFICATION	1,805.80	1,805.80	5,500.00	3,694.20	32.8
01-11-53100 RECORD CONVERSION	.00	.00	100.00	100.00	.0
01-11-53800 ADVERTISING	.00	.00	550.00	550.00	.0
01-11-54500 EQUIPMENT RENTAL/LEASE	96.39	241.06	4,500.00	4,258.94	5.4
01-11-55100 POSTAGE	.00	2.00	450.00	448.00	.4
01-11-55200 COURIER SERVICES	.00	.00	50.00	50.00	.0
01-11-55410 CELLULAR PHONE	.00	.00	800.00	800.00	.0
01-11-55500 PRINTING	.00	.00	500.00	500.00	.0
01-11-56100 MEMBERSHIP & DUES	330.00	544.00	1,300.00	756.00	41.9
01-11-56300 TRAINING/SEMINARS	.00	.00	1,300.00	1,300.00	.0
01-11-56400 BACKGROUND CHECK	.00	.00	1,000.00	1,000.00	.0
01-11-60100 OFFICE/COMPUTER SUPPLIES	66.00	305.64	3,100.00	2,794.36	9.9
01-11-60800 PHOTOGRAPH SUPPLIES	.00	.00	200.00	200.00	.0
01-11-61714 CLERK MIMS	.00	.00	8,500.00	8,500.00	.0
<b>TOTAL VILLAGE CLERK</b>	<b>15,192.49</b>	<b>35,027.84</b>	<b>203,929.56</b>	<b>168,901.72</b>	<b>17.2</b>
<u>VILLAGE MANAGER</u>					
01-12-40100 STRAIGHT TIME	39,105.86	60,965.63	203,150.16	142,184.53	30.0
01-12-40310 SICK BUY BACK	.00	.00	5,500.00	5,500.00	.0
01-12-40400 FICA TAXES	2,959.31	4,544.03	14,775.99	10,231.96	30.8
01-12-40410 I.M.R.F.	263.78	768.74	8,691.76	7,923.02	8.8
01-12-40415 HEALTH/VISION/LIFE INSURANCE	2,391.94	8,879.17	62,208.43	53,329.26	14.3
01-12-40417 VOYA EXPENSE	.00	918.09	8,500.00	7,581.91	10.8
01-12-51300 MAINTENANCE VEHICLE	.00	.00	3,500.00	3,500.00	.0
01-12-52400 CONTRACTUAL/PROF SERVICES	5,835.00	9,496.80	36,000.00	26,503.20	26.4
01-12-53800 ADVERTISING	.00	.00	1,000.00	1,000.00	.0
01-12-54500 EQUIPMENT RENTAL/LEASE	594.21	1,201.55	10,600.00	9,398.45	11.3
01-12-55100 POSTAGE	.00	3.13	400.00	396.87	.8
01-12-55200 COURIER SERVICES	.00	.00	100.00	100.00	.0
01-12-55410 CELLULAR PHONE	.00	.00	699.84	699.84	.0
01-12-55500 PRINTING	.00	.00	500.00	500.00	.0
01-12-56100 MEMBERSHIP & DUES	258.13	258.13	3,000.00	2,741.87	8.6
01-12-56300 TRAINING/SEMINARS	.00	.00	6,500.00	6,500.00	.0
01-12-56700 NEWSLETTER	.00	.00	30,000.00	30,000.00	.0
01-12-60100 OFFICE SUPPLIES	.00	.00	5,000.00	5,000.00	.0
01-12-62610 GASOLINE	.00	2,613.41	1,500.00	( 1,113.41)	174.2
<b>TOTAL VILLAGE MANAGER</b>	<b>51,408.23</b>	<b>89,648.68</b>	<b>401,626.18</b>	<b>311,977.50</b>	<b>22.3</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING JUNE 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FINANCE</u>					
01-14-40100	21,448.28	53,411.10	312,058.92	258,647.82	17.1
01-14-40200	84.87	142.32	3,000.00	2,857.68	4.7
01-14-40310	.00	.00	6,000.00	6,000.00	.0
01-14-40400	1,536.53	3,819.92	23,872.51	20,052.59	16.0
01-14-40410	497.08	1,236.26	14,042.65	12,806.39	8.8
01-14-40415	8,119.52	20,156.33	116,178.50	96,022.17	17.4
01-14-52400	990.00	2,632.03	123,252.91	120,620.88	2.1
01-14-54500	1,708.65	2,397.46	11,000.00	8,602.54	21.8
01-14-55100	.00	106.46	7,500.00	7,393.54	1.4
01-14-55200	.00	.00	500.00	500.00	.0
01-14-55400	.00	5,748.44	30,000.00	24,251.56	19.2
01-14-56100	.00	.00	2,500.00	2,500.00	.0
01-14-56300	.00	.00	7,000.00	7,000.00	.0
01-14-56400	.00	.00	2,500.00	2,500.00	.0
01-14-60100	.00	1,171.34	8,000.00	6,828.66	14.6
01-14-61875	15.00	72.00	1,000.00	928.00	7.2
<b>TOTAL FINANCE</b>	<b>34,399.93</b>	<b>90,893.66</b>	<b>668,405.49</b>	<b>577,511.83</b>	<b>13.6</b>
<u>LAW</u>					
01-15-52400	.00	20,177.60	300,000.00	279,822.40	6.7
01-15-53800	.00	2,655.00	5,000.00	2,345.00	53.1
01-15-56600	.00	.00	500.00	500.00	.0
01-15-59900	704.00	704.00	2,500.00	1,796.00	28.2
<b>TOTAL LAW</b>	<b>704.00</b>	<b>23,536.60</b>	<b>308,000.00</b>	<b>284,463.40</b>	<b>7.6</b>
<u>MANAGEMENT INFORMATION SYSTE</u>					
01-18-51700	6,300.00	12,600.00	95,000.00	82,400.00	13.3
01-18-54700	.00	.00	15,771.00	15,771.00	.0
01-18-55400	.00	.00	600.00	600.00	.0
01-18-56500	316.00	692.00	15,700.00	15,008.00	4.4
01-18-60100	279.95	279.95	1,500.00	1,220.05	18.7
01-18-61100	.00	.00	5,727.00	5,727.00	.0
01-18-80100	.00	3,153.98	10,000.00	6,846.02	31.5
<b>TOTAL MANAGEMENT INFORMATION</b>	<b>6,895.95</b>	<b>16,725.93</b>	<b>144,298.00</b>	<b>127,572.07</b>	<b>11.6</b>
<u>CENTRAL SERVICES</u>					
01-19-55400	.00	.00	125,000.00	125,000.00	.0
01-19-58000	( 4,226.73)	69,662.85	540,000.00	470,337.15	12.9
<b>TOTAL CENTRAL SERVICES</b>	<b>( 4,226.73)</b>	<b>69,662.85</b>	<b>665,000.00</b>	<b>595,337.15</b>	<b>10.5</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING JUNE 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PRESIDENT &amp; TRUSTEES</u>					
01-20-40100	REGULAR SALARIES	6,146.16	24,502.17	138,359.44	113,857.27 17.7
01-20-40310	SICK BUY BACK	.00	.00	1,350.00	1,350.00 .0
01-20-40400	FICA TAXES	470.18	1,852.37	10,584.50	8,732.13 17.5
01-20-40410	I.M.R.F.	27.72	221.95	2,630.67	2,408.72 8.4
01-20-40415	HEALTH/VISION/LIFE INSURANCE	.00	1,633.21	34,560.24	32,927.03 4.7
01-20-51300	VEHICLE MAINTENANCE	.00	.00	1,000.00	1,000.00 .0
01-20-54500	EQUIPMENT RENTAL	26.19	73.08	2,000.00	1,926.92 3.7
01-20-55100	POSTAGE	.00	.00	500.00	500.00 .0
01-20-55400	TELEPHONE	.00	.00	700.00	700.00 .0
01-20-55410	CELLULAR PHONE	.00	93.97	7,000.00	6,906.03 1.3
01-20-55500	PRINTING	.00	.00	500.00	500.00 .0
01-20-56100	MEMBERSHIP & DUES	.00	.00	30,000.00	30,000.00 .0
01-20-60100	OFFICE/COMPUTER SUPPLIES	.00	.00	5,000.00	5,000.00 .0
01-20-61700	MISCELLANEOUS	.00	881.60	.00	( 881.60) .0
01-20-61715	TREASURER KUPTZ	.00	.00	2,200.00	2,200.00 .0
01-20-71000	LEASE PAYMENTS	469.00	938.00	5,628.00	4,690.00 16.7
	<b>TOTAL PRESIDENT &amp; TRUSTEES</b>	<b>7,139.25</b>	<b>30,196.35</b>	<b>242,012.85</b>	<b>211,816.50 12.5</b>
<u>SPECIAL EVENT REVENUE</u>					
01-21-67908	ENVIRONMENTAL COMM	.00	( 551.84)	.00	551.84 .0
	<b>TOTAL SPECIAL EVENT REVENUE</b>	<b>.00</b>	<b>( 551.84)</b>	<b>.00</b>	<b>551.84 .0</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING JUNE 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CODE ENFORCEMENT</u>					
01-23-40100 STRAIGHT TIME	23,895.37	59,640.25	503,724.38	444,084.13	11.8
01-23-40200 ALL OVERTIME	489.96	1,143.24	5,000.00	3,856.76	22.9
01-23-40310 SICK BUY BACK	.00	.00	3,500.00	3,500.00	.0
01-23-40400 FICA TAXES	1,750.96	4,374.26	38,534.92	34,160.66	11.4
01-23-40410 I.M.R.F.	563.29	1,404.07	22,667.60	21,263.53	6.2
01-23-40415 HEALTH/VISION/LIFE INSURANCE	8,481.90	20,417.92	98,812.90	78,394.98	20.7
01-23-40500 UNIFORM ALLOWANCE	.00	2,250.00	6,750.00	4,500.00	33.3
01-23-51200 MAINTENANCE EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
01-23-51300 MAINTENANCE VEHICLE	239.85	239.85	8,000.00	7,760.15	3.0
01-23-51800 ELEVATOR INSPECTOR	1,576.00	1,676.00	7,000.00	5,324.00	23.9
01-23-52400 CONTRACTUAL/PROF SERVICES	6,808.95	23,435.30	75,000.00	51,564.70	31.3
01-23-52500 BOARD UP SERVICES	.00	.00	5,000.00	5,000.00	.0
01-23-54500 EQUIPMENT RENTAL/LEASE	831.21	1,243.96	5,000.00	3,756.04	24.9
01-23-55100 POSTAGE	.00	85.57	2,500.00	2,414.43	3.4
01-23-55400 TELEPHONE	.00	.00	1,000.00	1,000.00	.0
01-23-55410 CELLULAR PHONE	.00	.00	1,823.52	1,823.52	.0
01-23-55500 PRINTING	.00	560.00	5,000.00	4,440.00	11.2
01-23-56100 MEMBERSHIP & DUES	.00	386.00	3,000.00	2,614.00	12.9
01-23-56300 TRAINING/SEMINARS	.00	.00	5,000.00	5,000.00	.0
01-23-56600 REFERENCE MATERIAL	.00	.00	3,000.00	3,000.00	.0
01-23-60100 OFFICE SUPPLIES	572.47	607.41	5,000.00	4,392.59	12.2
01-23-60200 ANIMAL CONTROL SUPPLIES	.00	.00	2,000.00	2,000.00	.0
01-23-60300 ANIMAL CONTROL IMPOUND	898.00	3,746.00	30,000.00	26,254.00	12.5
01-23-62610 GAS	.00	638.65	8,000.00	7,361.35	8.0
01-23-71000 LEASE PAYMENTS	.00	.00	6,728.90	6,728.90	.0
<b>TOTAL CODE ENFORCEMENT</b>	<b>46,107.96</b>	<b>121,848.48</b>	<b>853,042.22</b>	<b>731,193.74</b>	<b>14.3</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING JUNE 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-40-40100 SALARY-REGULAR	383,325.79	962,508.77	5,541,595.26	4,579,086.49	17.4
01-40-40200 ALL OVERTIME	37,250.51	58,693.65	350,000.00	291,306.35	16.8
01-40-40310 SICK BUY BACK	.00	.00	40,000.00	40,000.00	.0
01-40-40400 FICA TAXES	10,309.00	26,090.44	159,592.28	133,501.84	16.4
01-40-40410 I.M.R.F.	2,312.00	5,902.93	46,212.08	40,309.15	12.8
01-40-40415 HEALTH/VISION/LIFE INSURANCE	99,901.36	255,002.61	1,550,635.94	1,295,633.33	16.5
01-40-40500 UNIFORM ALLOWANCE	400.00	19,400.00	55,550.00	36,150.00	34.9
01-40-40550 POLICE PENSION EXPENSE	.00	.00	4,683,510.00	4,683,510.00	.0
01-40-51100 MAINTENANCE BUILDINGS	.00	3,000.00	50,000.00	47,000.00	6.0
01-40-51200 MAINTENANCE EQUIPMENT	174.00	4,515.61	20,000.00	15,484.39	22.6
01-40-51300 MAINTENANCE VEHICLE	.00	83.00	70,000.00	69,917.00	.1
01-40-52400 CONTRACTUAL/PROF SERVICES	5,375.84	9,549.09	79,200.00	69,650.91	12.1
01-40-54500 EQUIPMENT RENTAL/LEASE	473.19	1,001.87	26,000.00	24,998.13	3.9
01-40-55100 POSTAGE	.00	1,537.20	10,000.00	8,462.80	15.4
01-40-55400 TELEPHONE	.00	10,056.83	51,700.00	41,643.17	19.5
01-40-55410 CELLULAR PHONE	.00	.00	18,000.00	18,000.00	.0
01-40-55500 PRINTING	.00	.00	9,000.00	9,000.00	.0
01-40-56100 MEMBERSHIP & DUES	.00	1,535.00	20,000.00	18,465.00	7.7
01-40-56300 TRAINING	1,258.63	3,479.41	34,900.00	31,420.59	10.0
01-40-56500 EDUCATION REIMBURSEMENT	.00	.00	20,000.00	20,000.00	.0
01-40-56600 REFERENCE MATERIAL	.00	.00	500.00	500.00	.0
01-40-60100 OFFICE SUPPLIES	83.98	1,159.39	15,000.00	13,840.61	7.7
01-40-60400 PROGRAM SUPPLIES	248.00	248.00	9,000.00	8,752.00	2.8
01-40-61000 FOOD	.00	.00	5,000.00	5,000.00	.0
01-40-61500 UNIFORMS	.00	.00	5,000.00	5,000.00	.0
01-40-62000 EXPLORER POST	.00	.00	1,000.00	1,000.00	.0
01-40-62610 REGULAR GAS	.00	5,633.37	50,000.00	44,366.63	11.3
01-40-71000 LEASE PAYMENTS	.00	.00	67,569.80	67,569.80	.0
<b>TOTAL POLICE</b>	<b>541,112.30</b>	<b>1,369,397.17</b>	<b>12,988,965.36</b>	<b>11,619,568.19</b>	<b>10.5</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING JUNE 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE</u>					
01-41-40100 SALARY-REGULAR	297,626.38	741,645.23	3,790,496.31	3,048,851.08	19.6
01-41-40200 ALL OVERTIME	13,936.72	37,540.94	200,000.00	162,459.06	18.8
01-41-40310 SICK BUY BACK	.00	.00	75,000.00	75,000.00	.0
01-41-40320 EMT PAY	2,240.00	5,630.00	33,000.00	27,370.00	17.1
01-41-40400 FICA TAXES	4,844.14	12,131.13	62,109.28	49,978.15	19.5
01-41-40410 I.M.R.F.	193.22	483.05	4,991.28	4,508.23	9.7
01-41-40415 HEALTH/VISION/LIFE INSURANCE	74,301.34	184,541.36	1,122,262.75	937,721.39	16.4
01-41-40450 EMPLOYEE PHYSICALS	.00	1,326.00	13,000.00	11,674.00	10.2
01-41-40500 UNIFORM ALLOWANCE	.00	750.00	15,000.00	14,250.00	5.0
01-41-40550 FIRE PENSION EXPENSE	.00	.00	3,513,543.00	3,513,543.00	.0
01-41-51100 MAINTENANCE BUILDINGS	70.11	1,033.70	32,000.00	30,966.30	3.2
01-41-51200 MAINTENANCE EQUIPMENT	.00	138.43	20,000.00	19,861.57	.7
01-41-51300 MAINTENANCE VEHICLE	395.98	571.72	125,000.00	124,428.28	.5
01-41-52400 CONTRACTUAL/PROF SERVICES	.00	.00	20,000.00	20,000.00	.0
01-41-54500 EQUIPMENT RENTAL/LEASE	61.94	152.27	3,500.00	3,347.73	4.4
01-41-55100 POSTAGE	.00	9.56	500.00	490.44	1.9
01-41-55400 TELEPHONE	3,881.40	25,010.59	55,000.00	29,989.41	45.5
01-41-55410 CELLULAR PHONE	.00	.00	3,500.00	3,500.00	.0
01-41-55500 PRINTING	.00	.00	2,000.00	2,000.00	.0
01-41-56100 MEMBERSHIP & DUES	.00	4,846.00	15,000.00	10,154.00	32.3
01-41-56300 TRAINING/SEMINARS	347.50	592.50	25,000.00	24,407.50	2.4
01-41-60100 OFFICE SUPPLIES	.00	346.17	1,500.00	1,153.83	23.1
01-41-60300 JANITORIAL SUPPLIES	.00	.00	3,000.00	3,000.00	.0
01-41-60700 COMPUTER SUPPLIES	.00	.00	10,000.00	10,000.00	.0
01-41-60710 FIRE SAFETY EDUCATION	.00	.00	3,000.00	3,000.00	.0
01-41-60800 PHOTOGRAPH SUPPLIES	.00	.00	500.00	500.00	.0
01-41-61500 UNIFORMS	.00	139.95	1,500.00	1,360.05	9.3
01-41-62600 FUEL	.00	2,963.37	30,000.00	27,036.63	9.9
01-41-63000 MEDICAL SUPPLIES	.00	1,418.19	20,000.00	18,581.81	7.1
01-41-63200 RADIO MAINTENANCE	.00	.00	20,000.00	20,000.00	.0
01-41-71000 LEASE PAYMENTS	53,389.14	53,389.14	236,158.30	182,769.16	22.6
01-41-87000 CAPITAL OUTLAY-OVER \$5,000	.00	.00	150,000.00	150,000.00	.0
01-41-87100 INTEREST EXPENSE	4,438.97	4,438.97	.00	( 4,438.97)	.0
<b>TOTAL FIRE</b>	<b>455,726.84</b>	<b>1,079,098.27</b>	<b>9,606,560.92</b>	<b>8,527,462.65</b>	<b>11.2</b>
<u>POLICE &amp; FIRE COMMISSION</u>					
01-42-52400 CONTRACTUAL/PROF SERVICES	1,618.09	4,969.02	45,000.00	40,030.98	11.0
01-42-53300 COMMISSIONERS	1,600.00	2,900.00	19,200.00	16,300.00	15.1
01-42-55100 POSTAGE	.00	.00	300.00	300.00	.0
01-42-55500 PRINTING	.00	.00	500.00	500.00	.0
01-42-56100 MEMBERSHIP & DUES	.00	.00	500.00	500.00	.0
01-42-56300 TRAINING/SEMINARS	.00	.00	5,000.00	5,000.00	.0
01-42-60100 OFFICE SUPPLIES	.00	.00	1,000.00	1,000.00	.0
<b>TOTAL POLICE &amp; FIRE COMMISSION</b>	<b>3,218.09</b>	<b>7,869.02</b>	<b>71,500.00</b>	<b>63,630.98</b>	<b>11.0</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING JUNE 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
01-50-40100 STRAIGHT TIME	30,571.70	77,116.65	382,268.17	305,151.52	20.2
01-50-40200 ALL OVERTIME	.00	.00	10,000.00	10,000.00	.0
01-50-40310 SICK BUY BACK	.00	.00	5,000.00	5,000.00	.0
01-50-40400 FICA TAXES	2,172.28	5,494.50	29,243.52	23,749.02	18.8
01-50-40410 I.M.R.F.	705.51	1,779.66	17,202.07	15,422.41	10.4
01-50-40415 HEALTH/VISION/LIFE INSURANCE	12,161.38	29,571.68	150,122.86	120,551.18	19.7
01-50-40500 UNIFORM ALLOWANCE	.00	.00	1,200.00	1,200.00	.0
01-50-51100 MAINTENANCE BUILDINGS	7,466.18	7,536.18	10,000.00	2,463.82	75.4
01-50-51200 MAINTENANCE EQUIPMENT	395.14	395.14	65,000.00	64,604.86	.6
01-50-51300 MAINTENANCE VEHICLE	19,036.86	19,194.36	80,000.00	60,805.64	24.0
01-50-52100 MAINTENANCE ELECTRICAL	.00	.00	80,500.00	80,500.00	.0
01-50-52400 CONTRACTUAL/PROF SERVICES	39,063.51	63,484.26	589,500.00	526,015.74	10.8
01-50-54500 EQUIPMENT RENTAL	11.87	4,337.50	15,000.00	10,662.50	28.9
01-50-55100 POSTAGE	.00	.51	250.00	249.49	.2
01-50-55400 TELEPHONE	236.70	236.70	10,000.00	9,763.30	2.4
01-50-55410 CELLULAR PHONE	.00	.00	2,100.00	2,100.00	.0
01-50-55500 PRINTING	.00	.00	150.00	150.00	.0
01-50-56100 MEMBERSHIP & DUES	.00	.00	3,600.00	3,600.00	.0
01-50-56300 TRAINING/SEMINARS	.00	.00	6,600.00	6,600.00	.0
01-50-60100 OFFICE SUPPLIES	.00	.00	1,600.00	1,600.00	.0
01-50-60300 JANITORIAL SUPPLIES	.00	.00	10,000.00	10,000.00	.0
01-50-60600 OTHER SUPPLIES	1,718.50	1,718.50	17,000.00	15,281.50	10.1
01-50-61500 UNIFORMS	1,647.27	2,313.21	6,423.04	4,109.83	36.0
01-50-62200 MAINTENANCE SUPPLIES	5,118.11	5,678.36	25,000.00	19,321.64	22.7
01-50-62610 GASOLINE	.00	6,324.14	70,000.00	63,675.86	9.0
01-50-62650 ELECTRIC	.00	25.50	4,000.00	3,974.50	.6
01-50-62670 HEAT	.00	140.07	9,000.00	8,859.93	1.6
01-50-71000 LEASE PAYMENTS	2,097.23	26,673.67	121,637.34	94,963.67	21.9
01-50-87100 INTEREST EXPENSE	268.77	3,125.04	.00	( 3,125.04)	.0
<b>TOTAL PUBLIC WORKS</b>	<b>122,671.01</b>	<b>255,145.63</b>	<b>1,722,397.00</b>	<b>1,467,251.37</b>	<b>14.8</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING JUNE 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LAND &amp; BUILDINGS</u>					
01-53-40100 STRAIGHT ITME	20,223.16	52,628.10	272,349.79	219,721.69	19.3
01-53-40200 ALL OVERTIME	.00	.00	10,000.00	10,000.00	.0
01-53-40310 SICK BUY BACK	.00	.00	3,700.00	3,700.00	.0
01-53-40400 FICA TAXES	1,452.57	3,789.77	20,834.76	17,044.99	18.2
01-53-40410 I.M.R.F.	467.16	1,215.70	12,255.74	11,040.04	9.9
01-53-40415 HEALTH/VISION/LIFE INSURANCE	7,001.06	17,502.65	100,114.56	82,611.91	17.5
01-53-51200 MAINTENANCE EQUIPMENT	1,213.47	5,484.65	18,000.00	12,515.35	30.5
01-53-51300 MAINTENANCE VEHICLE	.00	3,585.20	5,000.00	1,414.80	71.7
01-53-52400 CONTRACTUAL SERVICES	.00	7,524.52	90,294.24	82,769.72	8.3
01-53-54500 EQUIPMENT RENTAL	1,141.24	3,301.24	3,500.00	198.76	94.3
01-53-55300 CELLULAR PHONES	.00	.00	816.00	816.00	.0
01-53-60300 JANITORIAL SUPPLIES	2,326.43	2,326.43	6,000.00	3,673.57	38.8
01-53-61500 UNIFORMS	.00	.00	5,062.20	5,062.20	.0
01-53-62200 MAINTENANCE SUPPLIES	.00	2,000.00	10,000.00	8,000.00	20.0
01-53-87000 CAPITAL OUTLAY-OVER \$5,000	.00	.00	14,000.00	14,000.00	.0
<b>TOTAL LAND &amp; BUILDINGS</b>	<b>33,825.09</b>	<b>99,358.26</b>	<b>571,927.29</b>	<b>472,569.03</b>	<b>17.4</b>
<u>COMMUNITY DEVELOPMENT</u>					
01-54-40100 STRAIGHT TIME	15,046.65	37,475.97	185,800.52	148,324.55	20.2
01-54-40310 SICK BUY BACK	.00	.00	3,000.00	3,000.00	.0
01-54-40400 FICA TAXES	1,126.94	2,806.60	14,213.74	11,407.14	19.8
01-54-40410 I.M.R.F.	347.23	864.82	8,361.02	7,496.20	10.3
01-54-40415 HEALTH/VISION/LIFE INSURANCE	1,702.88	4,257.20	24,439.27	20,182.07	17.4
01-54-52400 CONTRACTUAL/ PROF SERVICES	750.00	3,678.55	40,000.00	36,321.45	9.2
01-54-53800 ADVERTISING	.00	.00	2,000.00	2,000.00	.0
01-54-55100 POSTAGE	.00	34.08	3,000.00	2,965.92	1.1
01-54-55400 TELEPHONE	.00	.00	500.00	500.00	.0
01-54-55410 CELLULAR PHONE	.00	.00	500.00	500.00	.0
01-54-55500 PRINTING	.00	.00	200.00	200.00	.0
01-54-56200 TRAVEL	.00	.00	200.00	200.00	.0
01-54-56300 TRAINING/SEMINARS	.00	.00	5,000.00	5,000.00	.0
01-54-56600 REFERENCE MATERIAL	.00	.00	250.00	250.00	.0
01-54-60100 OFFICE/COMPUTER SUPPLIES	106.72	106.72	5,000.00	4,893.28	2.1
01-54-87002 TREE REPLACEMENT PROGRAM	5,800.00	6,550.00	25,000.00	18,450.00	26.2
<b>TOTAL COMMUNITY DEVELOPMENT</b>	<b>24,880.42</b>	<b>55,773.94</b>	<b>317,464.55</b>	<b>261,690.61</b>	<b>17.6</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING JUNE 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HUMAN RESOURCES</u>					
01-56-40100 STRAIGHT TIME	14,456.64	37,951.21	237,529.34	199,578.13	16.0
01-56-40310 SICK BUY BACK	.00	.00	3,500.00	3,500.00	.0
01-56-40400 FICA TAXES	1,094.08	2,868.63	18,170.99	15,302.36	15.8
01-56-40410 I.M.R.F.	333.95	876.67	10,688.82	9,812.15	8.2
01-56-40415 HEALTH/VISION/LIFE INSURANCE	877.48	2,564.89	23,263.44	20,698.55	11.0
01-56-40550 UNEMPLOYMENT INSURANCE	.00	.00	10,000.00	10,000.00	.0
01-56-40900 EMPLOYEE SOCIAL	.00	.00	10,000.00	10,000.00	.0
01-56-52400 CONTRACTUAL/PROF SERVICES	2,715.75	3,351.71	85,560.00	82,208.29	3.9
01-56-53800 ADVERTISING	.00	.00	1,000.00	1,000.00	.0
01-56-55100 POSTAGE	.00	1.53	150.00	148.47	1.0
01-56-55200 COURIER SERVICES	.00	.00	100.00	100.00	.0
01-56-55410 CELLULAR PHONE	.00	.00	918.48	918.48	.0
01-56-55500 PRINTING	.00	.00	100.00	100.00	.0
01-56-56100 MEMBERSHIP & DUES	.00	14.99	505.00	490.01	3.0
01-56-56300 TRAINING/SEMINARS	.00	40.00	5,000.00	4,960.00	.8
01-56-56600 REFERENCE MATERIAL	.00	.00	1,350.00	1,350.00	.0
01-56-59100 LIABILITY INSURANCE	.00	200.00	761,173.00	760,973.00	.0
01-56-59400 FIDELITY BONDS	.00	.00	2,000.00	2,000.00	.0
01-56-59500 CLAIMS PAYMENT	140,526.99	205,142.62	1,000,000.00	794,857.38	20.5
01-56-59800 WORKER'S COMP INSURANCE	.00	.00	168,274.00	168,274.00	.0
01-56-60100 OFFICE SUPPLIES	.00	178.53	2,000.00	1,821.47	8.9
01-56-61500 UNIFORM ALLOWANCE	.00	375.00	2,250.00	1,875.00	16.7
<b>TOTAL HUMAN RESOURCES</b>	<b>160,004.89</b>	<b>253,565.78</b>	<b>2,343,533.07</b>	<b>2,089,967.29</b>	<b>10.8</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>1,499,059.72</b>	<b>3,597,196.62</b>	<b>31,108,662.49</b>	<b>27,511,465.87</b>	<b>11.6</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>26,285.26</b>	<b>( 217,703.09)</b>	<b>.46</b>	<b>217,703.55</b>	<b>(47326)</b>

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING JUNE 30, 2021

MOTOR FUEL TAX

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MOTOR FUEL TAX</u>					
12-10-30370 INTEREST INCOME	.00	.00	300.00	300.00	.0
12-10-30420 MOTOR FUEL TAX	78,714.15	158,074.09	362,488.00	204,413.91	43.6
12-10-30430 REBUILD ILLINOIS CAPITAL PLAN	.00	264,604.30	528,000.00	263,395.70	50.1
TOTAL MOTOR FUEL TAX	78,714.15	422,678.39	890,788.00	468,109.61	47.5
TOTAL FUND REVENUE	78,714.15	422,678.39	890,788.00	468,109.61	47.5

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING JUNE 30, 2021

MOTOR FUEL TAX

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MOTOR FUEL TAX</u>					
12-10-40110 SALARY	5,298.82	13,566.94	132,600.00	119,033.06	10.2
12-10-40200 OVERTIME	.00	.00	2,500.00	2,500.00	.0
12-10-40310 SICK BUY BACK	.00	.00	3,500.00	3,500.00	.0
12-10-40400 FICA TAXES	373.06	957.14	10,143.90	9,186.76	9.4
12-10-40410 IMRF	122.40	313.39	5,967.00	5,653.61	5.3
12-10-40415 HEALTH/VISION/LIFE INSURANCE	2,391.94	5,979.85	65,420.78	59,440.93	9.1
12-10-80000 CAPITAL	.00	.00	528,000.00	528,000.00	.0
12-10-89013 GENERAL MAINTENANCE	13,592.05	21,772.82	142,656.00	120,883.18	15.3
<b>TOTAL MOTOR FUEL TAX</b>	<b>21,778.27</b>	<b>42,590.14</b>	<b>890,787.68</b>	<b>848,197.54</b>	<b>4.8</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>21,778.27</b>	<b>42,590.14</b>	<b>890,787.68</b>	<b>848,197.54</b>	<b>4.8</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>56,935.88</b>	<b>380,088.25</b>	<b>.32</b>	<b>( 380,087.93)</b>	<b>11877</b>

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING JUNE 30, 2021

RECREATION

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RECREATION</u>					
15-10-30440 GRANT REVENUE	.00	.00	333,000.00	333,000.00	.0
15-10-30520 PROPERTY TAX REVENUE	.00	.00	150,000.00	150,000.00	.0
<b>TOTAL RECREATION</b>	<b>.00</b>	<b>.00</b>	<b>483,000.00</b>	<b>483,000.00</b>	<b>.0</b>
<u>RECREATION SERVICES</u>					
15-61-30540 RECREATION FEES	140.00	1,255.00	.00	( 1,255.00)	.0
<b>TOTAL RECREATION SERVICES</b>	<b>140.00</b>	<b>1,255.00</b>	<b>.00</b>	<b>( 1,255.00)</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>140.00</b>	<b>1,255.00</b>	<b>483,000.00</b>	<b>481,745.00</b>	<b>.3</b>

VILLAGE OF MAYWOOD  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING JUNE 30, 2021

RECREATION

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS &amp; RECREATION</u>					
15-60-52400 CONTRACTUAL/PROF SERVICES	.00	.00	438,000.00	438,000.00	.0
15-60-54500 EQUIPMENT RENTAL/LEASE	.00	.00	3,500.00	3,500.00	.0
15-60-55400 TELEPHONE	.00	274.25	4,000.00	3,725.75	6.9
15-60-60000 GRABT EXPENSE	.00	.00	35,000.00	35,000.00	.0
15-60-62650 ELECTRIC	.00	.00	1,000.00	1,000.00	.0
15-60-62670 HEAT	.00	.00	1,500.00	1,500.00	.0
<b>TOTAL PARKS &amp; RECREATION</b>	<b>.00</b>	<b>274.25</b>	<b>483,000.00</b>	<b>482,725.75</b>	<b>.1</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>.00</b>	<b>274.25</b>	<b>483,000.00</b>	<b>482,725.75</b>	<b>.1</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>140.00</b>	<b>980.75</b>	<b>.00</b>	<b>( 980.75)</b>	<b>.0</b>

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING JUNE 30, 2021

CDBG

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CDBG</u>					
21-10-30800 WARREN ST. 19TH AVE. - 21ST AV	.00	.00	200,000.00	200,000.00	.0
TOTAL CDBG	.00	.00	200,000.00	200,000.00	.0
TOTAL FUND REVENUE	.00	.00	200,000.00	200,000.00	.0

VILLAGE OF MAYWOOD  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING JUNE 30, 2021

CDBG

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CDBG</u>					
21-10-87506 WARREN ST. 19TH AVE. - 21ST AV	.00	.00	200,000.00	200,000.00	.0
TOTAL CDBG	.00	.00	200,000.00	200,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	200,000.00	200,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

VILLAGE OF MAYWOOD  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING JUNE 30, 2021

FEDERAL GRANTS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
22-36-52400 CONTRACTUAL /PROF SERVICES	1,324.00	1,332.00	.00	( 1,332.00)	.0
TOTAL DEPARTMENT 36	1,324.00	1,332.00	.00	( 1,332.00)	.0
TOTAL FUND EXPENDITURES	1,324.00	1,332.00	.00	( 1,332.00)	.0
NET REVENUE OVER EXPENDITURES	( 1,324.00)	( 1,332.00)	.00	1,332.00	.0

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING JUNE 30, 2021

2015 BOND FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>2015 BOND FUND</u>					
30-10-30370 INTEREST	33.17	74.81	131,000.00	130,925.19	.1
30-10-30520 PROPERTY TAXES	.00	133,128.24	2,620,000.00	2,486,871.76	5.1
TOTAL 2015 BOND FUND	33.17	133,203.05	2,751,000.00	2,617,796.95	4.8
TOTAL FUND REVENUE	33.17	133,203.05	2,751,000.00	2,617,796.95	4.8

VILLAGE OF MAYWOOD  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING JUNE 30, 2021

2015 BOND FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>2015 BOND FUND</u>						
30-10-70000	PRINCIPAL PAYMENT	.00	.00	2,620,000.00	2,620,000.00	.0
30-10-70001	INTEREST	.00	.00	131,000.00	131,000.00	.0
TOTAL 2015 BOND FUND		.00	.00	2,751,000.00	2,751,000.00	.0
TOTAL FUND EXPENDITURES		.00	.00	2,751,000.00	2,751,000.00	.0
NET REVENUE OVER EXPENDITURES		33.17	133,203.05	.00	( 133,203.05)	.0

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING JUNE 30, 2021

WATER, SEWER & GARBAGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER COLLECTIONS</u>					
41-55-30370 INTEREST	.00	.00	500.00	500.00	.0
41-55-30600 SALE OF WATER METERS	1,035.00	7,256.74	25,000.00	17,743.26	29.0
41-55-30700 WATER DEPOSITS	( 775.00)	( 1,375.00)	.00	1,375.00	.0
41-55-30710 WATER SALES	566,874.32	1,102,613.02	7,200,000.00	6,097,386.98	15.3
41-55-30711 PENALTIES	25,310.95	52,598.56	350,000.00	297,401.44	15.0
41-55-30712 WRITE OFF/ADJUSTMENTS	.00	.00	( 200,000.00)	( 200,000.00)	.0
41-55-30716 TURNING WATER BACK ON	2,175.00	3,675.00	25,000.00	21,325.00	14.7
41-55-30750 SEWER REVENUE	26,613.54	51,847.87	324,000.00	272,152.13	16.0
41-55-30800 GARBAGE REVENUE	155,853.53	311,294.04	1,887,647.04	1,576,353.00	16.5
41-55-30900 REIMBURSEMENTS TO WATER FUND	217.40	217.40	.00	( 217.40)	.0
<b>TOTAL WATER COLLECTIONS</b>	<b>777,304.74</b>	<b>1,528,127.63</b>	<b>9,612,147.04</b>	<b>8,084,019.41</b>	<b>15.9</b>
<b>TOTAL FUND REVENUE</b>	<b>777,304.74</b>	<b>1,528,127.63</b>	<b>9,612,147.04</b>	<b>8,084,019.41</b>	<b>15.9</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING JUNE 30, 2021

WATER, SEWER & GARBAGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUMP STATION OPERATIONS</u>					
41-51-40100 STRAIGHT TIME	5,969.60	14,924.00	79,156.90	64,232.90	18.9
41-51-40200 ALL OVERTIME	.00	111.93	1,500.00	1,388.07	7.5
41-51-40310 SICK BUY BACK	.00	.00	1,850.00	1,850.00	.0
41-51-40400 FICA TAXES	424.38	1,069.51	6,055.50	4,985.99	17.7
41-51-40410 I.M.R.F.	137.90	347.33	3,562.06	3,214.73	9.8
41-51-40415 HEALTH/VISION/LIFE INSURANCE	2,391.94	5,979.85	34,201.44	28,221.59	17.5
41-51-51100 MAINTENANCE BUILDINGS	.00	.00	6,000.00	6,000.00	.0
41-51-51200 MAINTENANCE EQUIPMENT	.00	.00	17,500.00	17,500.00	.0
41-51-51300 MAINTENANCE VEHICLE	115.48	.00	.00	.00	.0
41-51-52400 CONTRACTUAL/PROF SERVICES	.00	450.00	12,500.00	12,050.00	3.6
41-51-55300 CELLULAR PHONE	.00	.00	218.64	218.64	.0
41-51-55400 TELEPHONE	444.92	444.92	2,671.68	2,226.76	16.7
41-51-55500 PRINTING	.00	.00	500.00	500.00	.0
41-51-56300 TRAIN/SEMINARS	.00	.00	3,000.00	3,000.00	.0
41-51-61500 UNIFORMS	.00	.00	1,300.00	1,300.00	.0
41-51-62200 MAINTENANCE SUPPLIES	.00	.00	3,000.00	3,000.00	.0
41-51-62650 ELECTRIC	.00	.00	1,200.00	1,200.00	.0
41-51-62670 HEAT	.00	188.65	2,400.00	2,211.35	7.9
<b>TOTAL PUMP STATION OPERATIONS</b>	<b>9,484.22</b>	<b>23,516.19</b>	<b>176,616.22</b>	<b>153,100.03</b>	<b>13.3</b>
<u>WATER &amp; SEWER MAINTENANCE</u>					
41-52-40100 STRAIGHT TIME	26,669.61	67,593.99	346,693.52	279,099.53	19.5
41-52-40200 ALL OVERTIME	4,470.80	6,558.50	10,000.00	3,441.50	65.6
41-52-40310 SICK BUY BACK	.00	.00	5,000.00	5,000.00	.0
41-52-40400 FICA TAXES	2,247.72	5,336.35	26,522.05	21,185.70	20.1
41-52-40410 I.M.R.F.	719.35	1,712.94	15,601.21	13,888.27	11.0
41-52-40415 HEALTH/VISION/LIFE INSURANCE	9,964.80	24,911.98	126,917.86	102,005.88	19.6
41-52-51200 MAINTENANCE EQUIPMENT	.00	.00	9,550.00	9,550.00	.0
41-52-51300 MAINTENANCE VEHICLE	317.62	1,090.10	35,000.00	33,909.90	3.1
41-52-52400 CONTRACTUAL/PROF SERVICES	1,225.00	7,715.58	575,000.00	567,284.42	1.3
41-52-53400 WATER & SEWER REPAIRS	16,593.96	16,593.96	210,000.00	193,406.04	7.9
41-52-54500 EQUIPMENT RENTAL	462.50	462.50	15,000.00	14,537.50	3.1
41-52-55300 CELLULAR PHONE	.00	.00	1,272.00	1,272.00	.0
41-52-56300 TRAINING / SEMINARS	.00	.00	6,000.00	6,000.00	.0
41-52-60600 CAPITAL OUTLAY-UNDER \$5,000	1,682.16	2,802.16	25,000.00	22,197.84	11.2
41-52-61500 UNIFORMS	649.98	1,018.17	4,783.48	3,765.31	21.3
41-52-62200 MAINTENANCE SUPPLIES	1,377.49	3,766.66	10,000.00	6,233.34	37.7
41-52-62610 GASOLINE	.00	.00	5,000.00	5,000.00	.0
41-52-87000 CAPITAL OUTLAY-OVER \$5,000	.00	7,444.96	199,170.00	191,725.04	3.7
41-52-87001 FLOOD CONTROL ASSISTANCE	3,250.00	5,000.00	50,000.00	45,000.00	10.0
<b>TOTAL WATER &amp; SEWER MAINTENAN</b>	<b>69,630.99</b>	<b>152,007.85</b>	<b>1,676,510.12</b>	<b>1,524,502.27</b>	<b>9.1</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING JUNE 30, 2021

WATER, SEWER & GARBAGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER COLLECTIONS</u>					
41-55-40100 STRAIGHT TIME	16,963.67	42,409.18	292,896.48	250,467.30	14.5
41-55-40200 ALL OVERTIME	127.91	712.53	2,500.00	1,787.47	28.5
41-55-40310 SICK BUY BACK	.00	.00	2,500.00	2,500.00	.0
41-55-40400 FICA TAXES	1,225.16	3,092.94	22,406.50	19,313.56	13.8
41-55-40410 I.M.R.F.	394.24	994.68	13,180.20	12,185.52	7.6
41-55-40415 HEALTH/VISION/LIFE INSURANCE	5,958.86	15,039.62	119,793.02	104,753.40	12.6
41-55-52400 CONTRACTUAL/PROF SERVICES	13.20	5,480.32	280,000.00	274,519.68	2.0
41-55-54500 EQUIPMENT RENTAL/LEASE	.00	.00	1,064.16	1,064.16	.0
41-55-55100 POSTAGE	.00	1.02	2,000.00	1,998.98	.1
41-55-55400 TELEPHONE	.00	.00	5,000.00	5,000.00	.0
41-55-55500 PRINTING	.00	.00	54,000.00	54,000.00	.0
41-55-56300 TRAINING/SEMINARS	.00	.00	5,000.00	5,000.00	.0
41-55-57300 WATER PURCHASES	304,118.55	555,610.45	3,900,000.00	3,344,389.55	14.3
41-55-57301 VOLUME CHARGE - MELROSE PARK	.00	52,828.09	660,000.00	607,171.91	8.0
41-55-57400 GARBAGE EXPENSE	11,688.32	178,920.32	1,918,740.00	1,739,819.68	9.3
41-55-57510 DEPRECIATION EXPENSE	.00	.00	391,940.00	391,940.00	.0
41-55-57600 LIEN FILING FEES	.00	.00	5,000.00	5,000.00	.0
41-55-57665 REFUND WATER DEPOSITS	.00	.00	1,500.00	1,500.00	.0
41-55-60100 OFFICE SUPPLIES	.00	21.59	4,000.00	3,978.41	.5
41-55-61500 UNIFORMS	.00	1,500.00	3,750.00	2,250.00	40.0
41-55-62200 MAINTENANCE SUPPLIES	.00	.00	10,000.00	10,000.00	.0
41-55-70000 DEBT SERVICE - WATER FUND	.00	.00	57,000.00	57,000.00	.0
41-55-71000 LEASE PAYMENTS	.00	.00	6,500.00	6,500.00	.0
41-55-92700 BANK FEES	.00	41.47	250.00	208.53	16.6
<b>TOTAL WATER COLLECTIONS</b>	<b>340,489.91</b>	<b>856,652.21</b>	<b>7,759,020.36</b>	<b>6,902,368.15</b>	<b>11.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>419,605.12</b>	<b>1,032,176.25</b>	<b>9,612,146.70</b>	<b>8,579,970.45</b>	<b>10.7</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>357,699.62</b>	<b>495,951.38</b>	<b>.34</b>	<b>( 495,951.04)</b>	<b>14586</b>

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING JUNE 30, 2021

ST CHARLES TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
71-33-30370 INTEREST	.98	2.49	.00	( 2.49)	.0
TOTAL TIF ADMINISTRATION	.98	2.49	.00	( 2.49)	.0
TOTAL FUND REVENUE	.98	2.49	.00	( 2.49)	.0
NET REVENUE OVER EXPENDITURES	.98	2.49	.00	( 2.49)	.0

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING JUNE 30, 2021

MADISON AVE TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
72-33-30370 INTEREST	.00	.00	1,000.00	1,000.00	.0
72-33-30620 MADISON AVE TIF	.00	490,440.48	4,000,000.00	3,509,559.52	12.3
72-33-30900 APPROPRIATION OF FUND BALANCE	.00	.00	1,048,111.00	1,048,111.00	.0
<b>TOTAL TIF ADMINISTRATION</b>	<b>.00</b>	<b>490,440.48</b>	<b>5,049,111.00</b>	<b>4,558,670.52</b>	<b>9.7</b>
<b>TOTAL FUND REVENUE</b>	<b>.00</b>	<b>490,440.48</b>	<b>5,049,111.00</b>	<b>4,558,670.52</b>	<b>9.7</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING JUNE 30, 2021

MADISON AVE TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
72-33-40100	14,158.67	30,705.12	139,689.11	108,983.99	22.0
72-33-40310	.00	.00	2,400.00	2,400.00	.0
72-33-40400	1,057.47	2,279.88	10,686.22	8,406.34	21.3
72-33-40410	246.83	628.61	6,286.01	5,657.40	10.0
72-33-40415	1,831.12	4,940.25	30,674.28	25,734.03	16.1
72-33-52400	145,828.04	157,403.64	409,000.00	251,596.36	38.5
72-33-80000	.00	.00	85,000.00	85,000.00	.0
72-33-82000	.00	900.00	4,265,375.00	4,264,475.00	.0
72-33-87000	.00	.00	100,000.00	100,000.00	.0
<b>TOTAL TIF ADMINISTRATION</b>	<b>163,122.13</b>	<b>196,857.50</b>	<b>5,049,110.62</b>	<b>4,852,253.12</b>	<b>3.9</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>163,122.13</b>	<b>196,857.50</b>	<b>5,049,110.62</b>	<b>4,852,253.12</b>	<b>3.9</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 163,122.13)</b>	<b>293,582.98</b>	<b>.38</b>	<b>( 293,582.60)</b>	<b>77258</b>

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING JUNE 30, 2021

ROOSEVELT ROAD TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
73-33-30620 ROOSEVELT TIF	.00	53,546.46	400,000.00	346,453.54	13.4
73-33-30900 APPROPRIATION OF FUND BALANC	.00	.00	50,000.00	50,000.00	.0
TOTAL TIF ADMINISTRATION	.00	53,546.46	450,000.00	396,453.54	11.9
TOTAL FUND REVENUE	.00	53,546.46	450,000.00	396,453.54	11.9

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING JUNE 30, 2021

ROOSEVELT ROAD TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
73-33-40100 STRAIGHT TIME	9,452.67	18,997.52	78,511.37	59,513.85	24.2
73-33-40310 SICK BUY BACK	.00	.00	1,200.00	1,200.00	.0
73-33-40400 FICA	710.73	1,417.42	6,006.12	4,588.70	23.6
73-33-40410 IMRF	138.11	358.15	3,533.01	3,174.86	10.1
73-33-40415 HEALTH/VISION/LIFE INSURANCE	843.18	2,470.35	16,544.52	14,074.17	14.9
73-33-52400 CONTRACTUAL/PROF SERVICES	.00	513.00	194,205.00	193,692.00	.3
73-33-86000 PUBLIC IMPROVEMENTS	.00	.00	50,000.00	50,000.00	.0
73-33-87000 BUSINESS IMPROVEMENT PROGRAM	.00	.00	100,000.00	100,000.00	.0
<b>TOTAL TIF ADMINISTRATION</b>	<b>11,144.69</b>	<b>23,756.44</b>	<b>450,000.02</b>	<b>426,243.58</b>	<b>5.3</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>11,144.69</b>	<b>23,756.44</b>	<b>450,000.02</b>	<b>426,243.58</b>	<b>5.3</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 11,144.69)</b>	<b>29,790.02</b>	<b>( .02)</b>	<b>( 29,790.04)</b>	<b>14895</b>

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING JUNE 30, 2021

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
77-33-30440 ABANDONED PROPERTY GRANT	.00	.00	250,000.00	250,000.00	.0
77-33-30450 STRONG COMMUNITY PROGRAM GR	.00	.00	125,000.00	125,000.00	.0
<b>TOTAL DEPARTMENT 33</b>	<b>.00</b>	<b>.00</b>	<b>375,000.00</b>	<b>375,000.00</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>.00</b>	<b>.00</b>	<b>375,000.00</b>	<b>375,000.00</b>	<b>.0</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING JUNE 30, 2021

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
77-33-52400 CONTRACTUAL/PROF SERVICES	.00	.00	25,000.00	25,000.00	.0
77-33-52500 BOARD UP SERVICES	3,110.00	3,665.00	25,000.00	21,335.00	14.7
77-33-62601 GRASS CUTTING	29,630.00	41,920.00	200,000.00	158,080.00	21.0
77-33-62605 TREE CUTTING	.00	.00	50,000.00	50,000.00	.0
77-33-68000 DEMO OF STRUCTURES	4,300.00	4,300.00	75,000.00	70,700.00	5.7
<b>TOTAL DEPARTMENT 33</b>	<b>37,040.00</b>	<b>49,885.00</b>	<b>375,000.00</b>	<b>325,115.00</b>	<b>13.3</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>37,040.00</b>	<b>49,885.00</b>	<b>375,000.00</b>	<b>325,115.00</b>	<b>13.3</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 37,040.00)</b>	<b>( 49,885.00)</b>	<b>.00</b>	<b>49,885.00</b>	<b>.0</b>

# MEMO

---

Date: July 22, 2021

To: Village of Maywood

Attn: Ms. Chasity Wells-Armstrong, Village Manager

Cc: Mr. John West, Director of Public Works  
Ms. Angela Smith, Interim Director of Community Development

From: Bill Peterhansen, P.E., CFM

Re: *Update* - Flood Mitigation  
Cook County Subrecipient Agreement  
MWRD Intergovernmental Agreement

---

The Village has received Agreements from both MWRD and Cook County with proposed funding in an effort to address flooding issues in the Village.

## Background and Need

A series of meetings have been held between the Village of Maywood, Cook County, IDOT, and MWRD, going back to 2016. Over the past 5+ years, we have continued to request funds and governmental programs to address the need for separate storm sewers in the Village of Maywood. Basement backups from the combined sewers are the most common type of flooding that the community experiences, particularly in areas without storm sewers. The existing combined sewer system does not have the capacity to handle typical rain events. The sections of the Village between Harrison Street and the Illinois Prairie Path as well as the area between Harvard Street/Bataan Drive/1<sup>st</sup> Avenue/13<sup>th</sup> Avenue are in dire need as they are not served by storm relief sewers. The need also correlates with information obtained from FEMA's flood claim database and historical record of flood claims.

## Recent Activity

- The Village submitted an application to **Cook County** for CDBG-Disaster Relief funds (CDBG-DR) as relates to the April 17-18, 2013 storm event where approximately seven (7) inches of rain fell over the course of 18 hours.
- The Village submitted an application to **MWRD** for the Stormwater Partnership Program, which also documented the residential losses from the April 2013 storm event.
- Furthermore, **IDOT** has completed its Preliminary Engineering Study of the I-290 Improvements and has provided a letter of intent outlining the installation of a large diameter trunk storm sewer (at no cost to the Village) along both Harrison Street and Bataan Drive to both serve I-290 drainage needs

as well as the adjacent areas of the Village. IDOT's storm sewer will discharge to the Des Plaines River.

The intention has been to reach a partnership with all of the above entities and thereby piece together a large scale drainage improvement program for the Village of Maywood, with limited cost to the Village.

The *recently approved* CDBG-DR Subrecipient Agreement provides \$639,000 (100%) of funding for preliminary and design engineering to study the entire area described above and depicted on the attached "Storm Sewer Concept Plan" (Phases I through IV), with no Village match required. The agreement also includes 100% completion of final design plans, specifications, and construction bidding documents for Phase I.

*In a recent meeting on July 13, 2021, Cook County has offered to provide \$3,000,000 (100%) funding in CDBG-DR funds to construct separate storm sewers within the Phase I boundary, with no Village match required. The work involving funds from Cook County needs to be completed by June 2023. As such, MWRD has revised their proposed funding to \$4,000,000 (100%) of funding to construct separate storm sewers within the Phase I and Phase IA boundaries, with no Village match required.*

The above work could be performed in advance of IDOT completing the I-290 Improvements, and allow for the Village local extension storm sewers to be connected to IDOT's proposed storm sewer when fully operational in future years. The above IGA's would address the first of many steps in a long term project. Note that there are three (3) other phases of storm sewer separation to occur upon funding availability as depicted in the attachment, with a total remaining construction cost of 16 million dollars.

#### Benefit

The primary benefit of the project is to significantly reduce basement sewer backups. The secondary benefit is to reduce street flooding. There are approximately 1,605 residential households that would directly serve to benefit from storm sewer improvements as proposed within the entire area of study, with 336 residential structures located within the Phase I area. Note the entire area of study and future improvement includes 46,500 linear feet of roadway or 8.8 miles.

Note that the benefit would be realized in future years when the new storm sewers can be connected to the IDOT trunk sewer. The IDOT trunk sewer has been designed to carry a 10% annual chance storm (10 year storm), with tributary area reaching north to Van Buren Street and south to Lexington Street. For reference, a 10% annual chance storm includes 2.42" of rain over 1 hour or 5.15 of rain over 24 hours. Due to the recent increase in rainfall intensities over the past 10 years, the rainfall data has been revised by the Illinois State Water Survey and the industry will be "upsizing" design volumes accordingly. The capacity of storm sewer extensions to the north and south of those limits will be further reviewed in the Hydraulic Analysis portion of the preliminary engineering. It is expected that some pavement ponding would be anticipated in storm events greater than the 5% to 10% annual chance range, however the storm water would be better served to pond on the street pavement for a short duration instead of entering basements.

Other benefits include a reduction in losses and presumed increase in property values. The surrounding areas of the Village would also serve to benefit by the increased EAV, lack of disruption, reduced health risks, and reduction in demand of municipal public services. A reduction in burden on Public Works would be realized and allow for their focus on other important items such as maintenance of the water system, roadways, and lighting.

Furthermore, by completing the preliminary and design engineering, the project would be considered "shovel ready" and more attractive to receiving additional grants for construction in the years to come.

A majority of the area of improvement is located in low-to-moderate income census tract blocks that are considered in need per Cook County.

Schedule

The preliminary and design engineering will need to be completed within *twelve (12) months* from the receipt of the Authorization to Incur Grant Costs from the County.

The construction portion needs to be completed within four (4) years from date of execution of IGA with MWRD.

*Anticipated Schedule:*

<i>Village to enter Qualification Based Selection (QBS) process for professional services:</i>	<i>August 2021</i>
<i>Engineering Agreement Approval:</i>	<i>October 2021</i>
<i>Begin Preliminary and Design Engineering:</i>	<i>November 2021</i>
<i>Complete Preliminary and Design Engineering:</i>	<i>October 2022</i>
<i>Begin Construction:</i>	<i>March 2023</i>
<i>Complete Phase I/IA Construction:</i>	<i>August 2024</i>

Funding

The funding will come at 100% for all of the agreements with no Village match required. The Village will need to be able to pay for costs up front with reimbursement obtained incrementally in areas as outlined in the agreements. Note that the Construction Engineering portion of the project is currently unfunded and will require funds at that time.

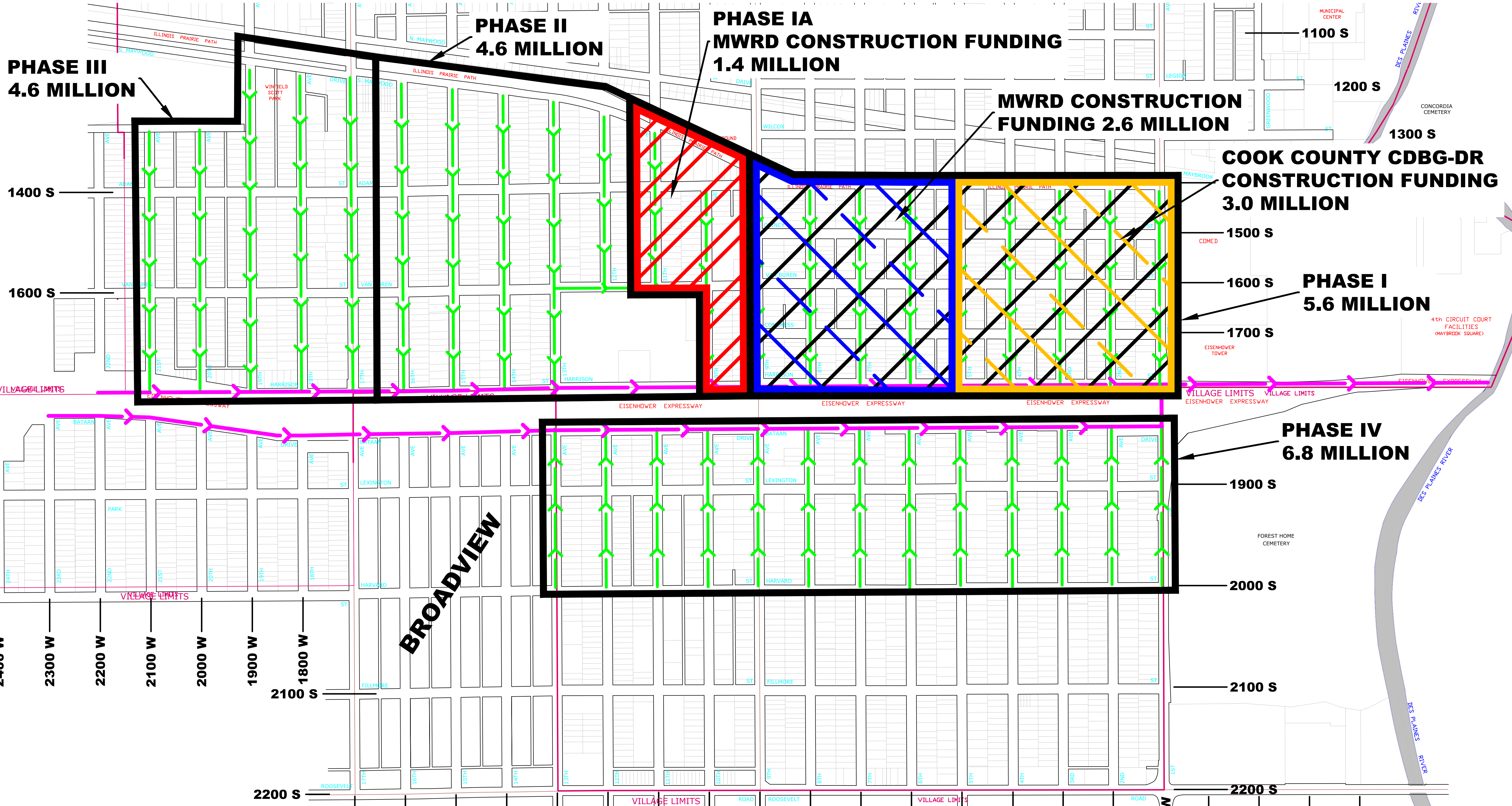
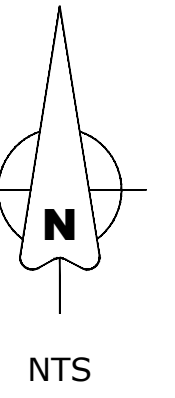
Action

*At this time, the board has approved the subrecipient agreement for the preliminary and design engineering. Upon receipt of updated construction funding agreements from MWRD and Cook County, the agreements may be brought forward to the Board for consideration and approval via resolution.*

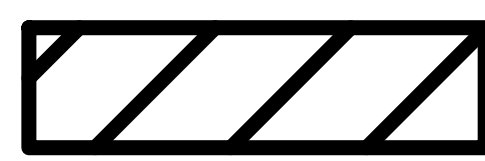


# VILLAGE OF MAYWOOD

## STORM SEWER CONCEPT PLAN (REV. 7-22-21)

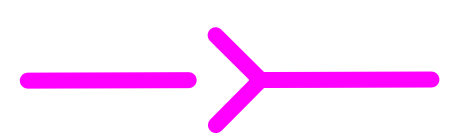


Drawing File: W:\Projects\By\_Maywood\Storm Sewer Separation\Improvements.dwg Jul 22, 2021 10:25am

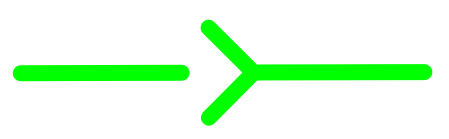


**PHASE I AREA - PROPOSED LOCAL IMPROVEMENTS**

**TOTAL CONSTRUCTION COST = 23.0 MILLION**



**PROPOSED TRUNK LINE STORM SEWER (TO BE INSTALLED BY IDOT - 60" DIA.)**



**PROPOSED LOCAL STORM SEWER EXTENSIONS (BETWEEN 15" AND 24" DIA.)**

### EXHIBIT 1

# Village of



# MAYWOOD

40 MADISON STREET • MAYWOOD, ILLINOIS 60153 • (708) 450-4405  
Community Development

TO: Chasity Wells- Armstrong, Village Manager  
cc: Mayor Nathaniel George Booker  
FROM: Angela Smith, Acting Director of Community Development  
DATE: August 3, 2021 -COW Agenda  
RE: IFF's project proposal/presentation Discussion Only

This evening IFF will be making presentation for the Board's discussion around the Development of 20-Units of new housing and one mix use building. IFF is a non-profit developer that has developed the following properties in Maywood: 1902 S. 5<sup>th</sup> Ave., 2009 S. 5<sup>th</sup> Ave., 2024 S. 5<sup>th</sup> Ave., and 2032 S. 5<sup>th</sup> Ave. Although, the above properties are not on the tax rolls they serve as housing for the disabled and, successfully spurred other housing developments and investments along the 5<sup>th</sup> Ave. corridor. Also, to rectify the tax burden IFF has agreed to make contribution in the amount of \$22,000.00 annually to the Community Engagement Fund and Workforce Development Programs. The Development of 1006-1008 S. 6<sup>th</sup> and 1927 S. 5<sup>th</sup> Ave will assist the Village in achieving the following outcomes:

1. Eliminate blighted blocks.
2. Return properties that are currently collecting no property taxes to the rolls.
3. Spur new investment.
4. Attract potential buyers to the Area
5. Increase to Residential Equalized Assessed Value.
6. Support neighborhood stabilization as well as revitalization.

### **Fiscal impact:**

IFF has outlined in the attachment/presentation the properties and how the tax structure will be applied not to further burden the Residents. Although, IFF is a non-profit developer they are aware the tax burden on Multifamily and Commercial as a result IFF has tried to address that issue by paying full taxes on the tax reactivation parcel 1927 S. 5<sup>th</sup> and a combination of full tax first 3 years and affordable rate over 14years on 1006-1008 S. 6<sup>th</sup> Ave.

### **Zoning/Planning:**

The parcel is currently located in a R5 Zoning District; and will need the following Zoning relief:

1. Parking relief a. they are requesting relief of one parking space; (3) are required per Table 13-1, (2) are provided, including one accessible space. The Illinois Accessibility Code requires that where at least one parking space is provided for each dwelling unit, at least one accessible parking space must be provided for each residential dwelling unit required to provide mobility features complying with the Illinois Accessibility Code. Since the property does not have a rear alley, we are not able to provide (2) standard parking spaces and (1) accessible parking space. i. The accessible space and access aisle are 16'-0" wide total, meaning that (2) 8'-0" wide parking spaces would fit in the area allocated to the accessible space.
2. Lot width a. The existing lot width is 39.51'. This width is narrower than the 50' required per Table 7-2. This lot width is an existing nonconforming condition based on the historical lot line layout in this neighborhood. It has not and will not be altered by the project. All required setbacks from neighboring properties will be maintained.

The full Zoning is outlined in the attached packet for your review and reference.

### **Motion:**

Move Development of 1006-1008 S. 6<sup>th</sup> Ave. to the August 17, 2021, Board meeting for consideration and approval. Move purchase of 1927 S. 5<sup>th</sup> Ave to the August 17, 2021, meeting for consideration and approval.

**Illinois**

333 South Wabash Ave.  
Suite 2800  
Chicago, IL 60604  
312 629 0060

**Indiana**

One Indiana Square  
211 North Pennsylvania St.  
Suite 2375  
Indianapolis, IN 46204  
317 860 6900

**Michigan**

3011 West Grand Blvd.  
Suite 1715  
Detroit, MI 48202  
313 309 7825

**Missouri**

911 Washington Ave.  
Suite 203  
St. Louis, MO 63101  
314 588 8840

4177 Broadway Blvd.  
Suite 100  
Kansas City, MO 64111  
816 335 4200

**Ohio**

172 E. State St.  
Suite 203  
Columbus, OH 43215  
614 484 1811

**Wisconsin**

215 North Water St.  
Suite 225  
Milwaukee, WI 53202  
414 563 1100

July 28, 2021

Ms. Angela Smith  
Acting Community Development Director  
Village of Maywood  
40 Madison Street  
Maywood, IL 60153

**Access Health and Housing Development**

Dear Ms. Smith,

Please accept the following in response to our meeting on July 7 to be shared with the Board Members in session on August 3.

This email package contains the following:

- Brief Summary of Project
- Acquisition Letter of Intent
- Architectural Renderings
- Property Tax Overview
- Community Engagement Contribution for Access West Cook
- Zoning Requests

**Brief Summary of Project:**

Access Health & Housing was created in 2019, and received funding from the Illinois Housing Development Authority in early 2020. The goal is to provide small-scale supportive housing for people with disabilities in the Village of Maywood and to bridge communications with the Trinity (Loyola) Health system. The project will contain a property management office and an office space, preferably for a medical clinic that can serve the community.

IHDA has committed over \$6MM in funding for the project, and the developer has raised an additional \$3MM to complete the financing. The project is shovel ready.

Plans have been created, environmental testing has been completed, and team is ready apply for permits. Construction will be done by an MBE firm with high levels of MBE/WBE subcontractor participation.

Please refer to the attached documents for more details about IFF's recent work in Maywood and the Access Health & Housing project.

Sincerely,



Dena Bell  
Managing Director, Development, IFF



**Strengthening  
nonprofits and  
the communities  
they serve.**

*Sharing a mission of change*

**Illinois**

333 South Wabash Ave.  
Suite 2800  
Chicago, IL 60604  
312 629 0060

**Indiana**

One Indiana Square  
211 North Pennsylvania St.  
Suite 2375  
Indianapolis, IN 46204  
317 860 6900

**Michigan**

3011 West Grand Blvd.  
Suite 1715  
Detroit, MI 48202  
313 309 7825

**Missouri**

911 Washington Ave.  
Suite 203  
St. Louis, MO 63101  
314 588 8840

4177 Broadway Blvd.  
Suite 100  
Kansas City, MO 64111  
816 335 4200

**Ohio**

172 E. State St.  
Suite 203  
Columbus, OH 43215  
614 484 1811

**Wisconsin**

215 North Water St.  
Suite 225  
Milwaukee, WI 53202  
414 563 1100

July 28, 2021

Ms. Angela Smith  
Acting Community Development Director  
Village of Maywood  
40 Madison Street  
Maywood, IL 60153

**Access Health and Housing Development  
Letter of Intent for Acquisition of Village-Owned Land**

Dear Ms. Smith,

In July of 2020, IFF extended offers to acquire multiple parcels of land currently listed for sale by the Village of Maywood. This letter serves to update the terms of those offers and to request approval of the sale of the land to the project's LLC entity.

1927 S 5<sup>th</sup> – Existing Vacant Land Being Sold as Tax Reactivation property  
Purchase offer \$5,000.

- Property will be redeveloped as a new construction 3-unit rental housing building.
- Purchaser confirms the property will be taxed as market rate housing once the new construction is complete.

1002-10 S 6<sup>th</sup> – Five parcels of Existing Vacant Land Listed for Sale By Broker  
Original purchase offer of \$100,000 now updated to asking price of \$125,000.

- Property will be redeveloped as two new construction 4-unit rental buildings and one combination office and 2-unit residential building.
- Property has existing environmental contamination. Purchaser will accept responsibility for environmental clean-up at its expense and will procure a No Further Remediation Letter (NFR) from the Illinois EPA as part of the redevelopment.

We request the board vote in favor of these transactions.

Dena Bell  
Managing Director, Development, IFF

## ACCESS HEALTH & HOUSING: Building Type 1



## ACCESS HEALTH & HOUSING: Building Type 2



## ACCESS HEALTH & HOUSING: Building Type 3



## ACCESS HEALTH & HOUSING: Estimated Taxes

Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Y10
73,622	76,567	79,630	65,180	67,787	70,499	73,319	76,251	79,301	82,473

Y11	Y12	Y13	Y14	Y15
85,772	89,203	92,771	96,482	100,342

Estimated taxes over 15-year term: 1,209,200



## ACCESS HEALTH & HOUSING: Estimated Taxes by Address

Note: All real estate taxes are assessed by the Cook County Assessors Office. The Proviso Township will be reassessed in 2023 and those rates are not known. These estimates are provided as a good-faith effort to indicate the project's contribution to Maywood's tax base in future years.

Estimated Taxes by Address by Year	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Y10	Y11	Y12	Y13	Y14	Y15
1910	11,043	11,485	11,945	9,087	10,806	11,239	11,688	12,156	12,642	13,147	13,673	14,220	14,789	15,381	15,996
1927	11,043	11,485	11,945	12,422	12,919	13,436	13,973	14,532	15,114	15,718	16,347	17,001	17,681	18,388	19,124
1002	36,811	38,284	39,815	29,331	30,504	31,725	32,994	34,313	35,685	37,113	38,597	40,141	41,747	43,417	45,154
1006	14,724	15,313	15,926	14,340	13,557	14,100	14,664	15,250	15,860	16,495	17,154	17,841	18,554	19,296	20,068
Estimated Total	73,622	76,567	79,630	65,180	67,787	70,499	73,319	76,251	79,301	82,473	85,772	89,203	92,771	96,482	100,342

Taxes assessed at market rate for first 3 years.

Taxes re-assessed to affordable housing rate beginning in Y4.

Taxes for 1927 S 5<sup>th</sup> remain at market rate over life of project.





Sharing a mission of change

**Illinois**

333 South Wabash Ave.  
Suite 2800  
Chicago, IL 60604  
312 629 0060

July 28, 2021

**Indiana**

One Indiana Square  
211 North Pennsylvania St.  
Suite 2375  
Indianapolis, IN 46204  
317 860 6900

Ms. Angela Smith  
Acting Community Development Director  
Village of Maywood  
40 Madison Street  
Maywood, IL 60153

**Michigan**

3011 West Grand Blvd.  
Suite 1715  
Detroit, MI 48202  
313 309 7825

**Access Health and Housing Development  
Commitment to Provide Funding for Community Engagement Activities**

**Missouri**

911 Washington Ave.  
Suite 203  
St. Louis, MO 63101  
314 588 8840

Dear Ms. Smith,

In response to our meeting with you and Mayor Booker on July 7, IFF Development, LLC commits to the following:

An annual contribution will be made as a PILOT agreement to support community engagement activities in Maywood.

4177 Broadway Blvd.  
Suite 100  
Kansas City, MO 64111  
816 335 4200

The contribution is sized based on 55% of an annual amount of \$40,000. Thus, \$22,000 will be paid to the village each year, beginning on the closing date of the Access Health & Housing development.

**Ohio**

172 E. State St.  
Suite 203  
Columbus, OH 43215  
614 484 1811

This agreement will remain in place for the 15-year life of the project's financing.

**Wisconsin**

215 North Water St.  
Suite 225  
Milwaukee, WI 53202  
414 563 1100

Sincerely,

Dena Bell  
Managing Director, Development, IFF



PETITION
Plan Commission/Zoning Board of Appeals

FILE NO.
DATE FILED

1. Applicant IFF Daytime Phone 312-596-5106

Mailing Address 333 South Wabash, Suite 2800, Chicago, IL 60604

Email Address dbell@iff.org

2. Owner(s) of Record Cook County Land Bank Daytime Phone

Mailing Address 69 West Washington, Suite 2900, Chicago IL

Owner(s) of Record Daytime Phone

Mailing Address

3. Applicant is: [ ] Owner [ ] Attorney [X] Other Agent (please specify)
(Note: A letter of authorization from the owner(s) of record must be attached)

4. Applicant Relationship to owner Applicant will become owner of the properties at finance closing.

5. Address/Location of Subject Property 1910 and 1927 S. 5th Avenue, 1002 S. 6th Avenue, Maywood

6. Permanent Index Number(s) of Subject Property

7. Present Zoning Classification R-5 @ 1910 & 1927 S 5th C-2 @ 1002 S 6th Proposed Zoning Classification (if applicable) R-4 @ 1002 S 6th, Lots 2 & 3 only

8. Zoning Designations and Uses of properties to the North R-5 @ 1910 & 1927 S 5th R-2 @ 1002 S 6th South R-5 @ 1910 & 1927 S 5th R-4 @ 1002 S 6th
East R-5 @ 1910 & R-2 @ 1927 S 5th C-2 @ 1002 S 6th West R-2 @ 1910 & R-5 @ 1927 S 5th R-4 @ 1002 S 6th

9. Current Use Vacant land Proposed Use (if applicable) New construction 3-Flat housing @ 1910 & 1927 S 5th 1st Fl. Commercial w/ residential above @ 1002 S 6th, Lot 1 New construction 4-Flat housing @ 1002 S 6th, Lot 2 & 3

10. Lot Square Footage See survey information Building Square Footage 2,627 SF (Bldg. Type 1), 4,046 SF (Bldg. Type 2), 3,334 SF (Bldg. Type 3) All values are Gross SF

11. Explanation of Relief requested Parking reduction of (1) space and existing non-conforming lot width @ 1910 & 1927 S. 5th; Side setback relief of 1'-0" & driveway width reduction of 1.5' @ 1910 S. 5th; Zoning change from C-2 to R-4 @ 1002 S 6th. Lots 2 & 3; front yard reduction of 10'-0" @ 1002 S 6th Lot 2 & 3.

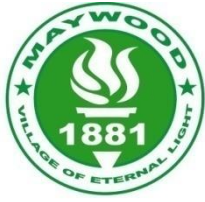
12. Ordinance Section Parking - Table 13-1; Lot width - Table 7-2; Driveway width - Section 13.7.C.2.a; Front yard & Side yard - Table 7-2

APPLICATION MUST BE FILED IN TRIPLICATE (one original and 2 copies) WITH ORIGINAL SIGNATURES
I hereby certify that the above statements and all accompanying statements and drawings are true and correct to the best of my knowledge. I hereby consent to the entry in or upon the premises described in this application by any authorized official of the Village of Maywood for the purpose of securing information, posting, maintaining and removing such notices as may be required by law.

Applicant Signature [Handwritten Signature]

Date 10/27/2020

Please note that advertisement of proposed projects prior to Village approval in no way creates an obligation for Village approval. Any advance promotion of a project is done at the risk of the petitioner.



TO: Chasity Wells- Armstrong, Village Manager  
cc: Mayor Nathaniel George Booker  
FROM: Angela Smith, Acting Director of Community Development  
DATE: August 3, 2021 -COW Agenda  
RE: 1215 S. 1st Concept proposal/presentation Discussion Only

---

Mr. Phillip DeGeratto of Buddy Bear Car Wash will make presentation of his intent to establish a new Buddy Bear Car Wash at 1215 S. 1<sup>st</sup> Ave. Please find attached his letter of intent outlining his project scope, request for tax relief, and Zoning relief. Mr. DeGeratto has 12 locations across Chicagoland Maywood would be his 13<sup>th</sup> location. This development also brings the opportunity to cross connect another Maywood business AVW Equipment 105 S. 9<sup>th</sup> Ave. would be supplying all the equipment for this site.

**Fiscal impact:**

Mr. Degeratto has outlined in the attachment his intent to apply for a Class 7 C this would reduce the level of assessment from 25% to 10 % over the course of 12 years.

**Zoning/Planning:**

This project will require a hear before the Planning and Zoning Commission. The parcel is currently located in a C4 Zoning District; and will need the following Zoning relief:

1. Car Washes are currently not permitted in a C4 zoning district therefore the project will require the rezoning to a C3 District. This is a feasible request in that the parcel is surrounded by C3 Zoning.
2. Once the Parcel is rezoned the to C3 the parcel will require a special use to operate a car wash in a C3 district.

**Motion:**

Move Redevelopment of 1215 S. 1<sup>st</sup> to the August 17, 2021, Regular Board meeting for consideration and approval.



GAS PLUS, INC.  
DBA BUDDY BEAR CARWASH  
3309 HARVEY AVE  
BERWYN, IL 60402

July 29, 2021

### Buddy Bear Maywood Project

Maywood Council Members, Mayor, and Trustees:

I'm the owner of the Buddy Bear Carwash chain. We have been in business over 30 years with 12 locations. Buddy Bear is proudly minority owned and operated and employees currently 100 employees. We hire from the local community. Jobs include health care benefits, paid vacation, 401k/profit share, and promotion from within.

The project on First Ave and Wilcox will be a 4.5-million-dollar development that includes Maywood's very own AVW Carwash Equipment which we have had a 25-year relationship with them. The lot is approximately 35,000 square feet with a 4800 square foot building. The site would include 14 to 16 vacuum stalls and 3 pay stations with stacking for 30+ cars.

We are seeking the zoning change and variance to allow for the carwash and a 7c tax incentive.

The timetable is to take title of property immediately after zoning change in late September. We would like to submit plans for permit on or before closing date. We would like to submit application for demolition on or before closing date. We hope to have demolition completed by end of year and begin construction early 2022 and complete by summer of 2022.

Phillip DeGeratto  
President

**PIN** 15-14-204-001 & 010  
**Township** Proviso  
**Address** 1215 S 1st Ave, Maywood  
**County** Cook  
**Gross Land Area** 33,345  
**Gross Building Area** 4,760  
**Prepared for** Phillip Degeratto

**WITHOUT CLASS 7C**

Year	First	Second	Thrid	Fourth	Fifth	Sixth
Calendar Year	2022	2023	2024	2025	2026	2027
Level of Assessment	25%	25%	25%	25%	25%	25%
Market Value*	\$ 1,800,000	\$ 1,935,000	\$ 1,935,000	\$ 1,935,000	\$ 2,080,125	\$ 2,080,125
Assessed Value	450,000	483,750	483,750	483,750	520,031	520,031
Estimated Tax Rate*	22.993%	23.453%	22.749%	23.204%	23.669%	22.958%
Estimated Multiplier*	3.3536	3.4207	3.3181	3.3844	3.4521	3.3486
Estimated Tax	\$ 346,998	\$ 388,092	\$ 365,156	\$ 379,908	\$ 424,901	\$ 399,789

**WITH CLASS 7C**

Year	First	Second	Thrid	Fourth	Fifth	Sixth
Calendar Year	2022	2023	2024	2025	2026	2027
Level of Assessment	10%	10%	10%	15%	20%	25%
Market Value*	\$ 1,800,000	\$ 1,935,000	\$ 1,935,000	\$ 1,935,000	\$ 2,080,125	\$ 2,080,125
Assessed Value	180,000	193,500	193,500	290,250	416,025	520,031
Estimated Tax Rate*	22.993%	23.453%	22.749%	23.204%	23.669%	22.958%
Estimated Multiplier*	3.3536	3.4207	3.3181	3.3844	3.4521	3.3486
Estimated Tax	\$ 138,799	\$ 155,237	\$ 146,062	\$ 227,945	\$ 339,921	\$ 399,789
SAVINGS WITH 7C	\$ 208,199	\$ 232,855	\$ 219,094	\$ 151,963	\$ 84,980	\$ -
Total Savings					\$ 897,091	\$ 897,091

\* Market vlaue is estimated for 2022 as a completed project. Then the value is estimated to increase by 7.5% every reassessment year, i.e., 2023 and 2026.

The tax rate for 2019 was 21.667%. The estimated tax rate above assumes an annual increase of 2%, except there is an estimated 3% decrease after each reassessment year.

The Multiplier for Cook county for 2020 is 3.2234. The estimated multiplier above assumes an annual 2% increase, except there is an estimated 3% decrease after each reassessment year.



Plate 1



Plate 2



Plate 3



Plate 4

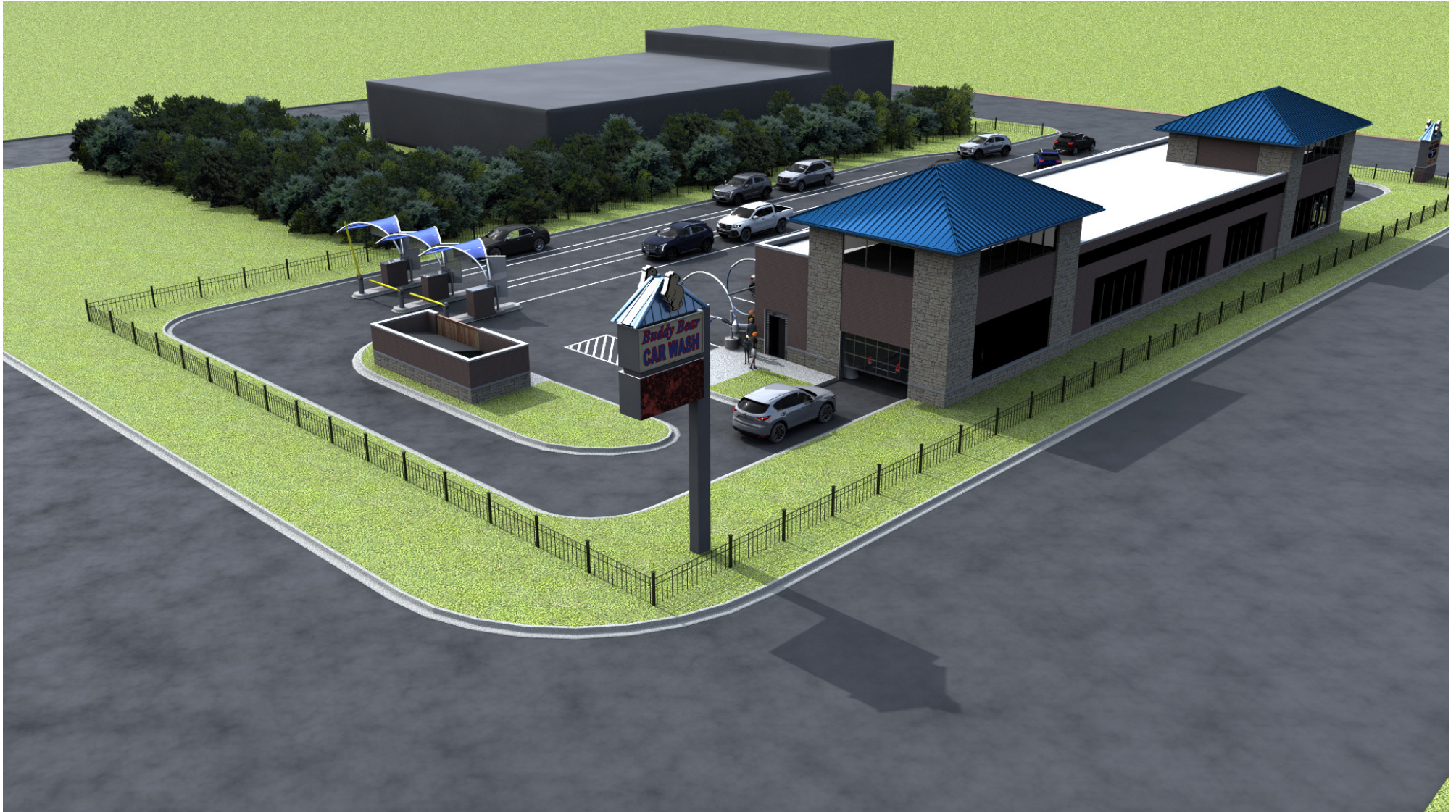


Plate 5 birdseye view



Plate 6 birdseye view



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**MEMORANDUM**

**To: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**  
**From: Michael T. Jurusik**  
**Date: July 28, 2021**  
**Re: Amendment to Regular Meeting Schedule for President and Board of Trustees for Calendar Year 2021, and Approval of Regular Meeting Schedule of the Committee of the Whole of the President and Board of Trustees for Calendar Year 2021**

As required by the Open Meetings Act (5 ILCS 120/), I have prepared the enclosed documents for your consideration and action at an upcoming Committee of the Whole Meeting (a/k/a Legal, License and Ordinance Committee Meeting) and an upcoming Village Board Meeting:

1. RESOLUTION APPROVING AN AMENDED REGULAR MEETING SCHEDULE OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD FOR CALENDAR YEAR 2021, AND APPROVING THE REGULAR MEETING SCHEDULE OF THE COMMITTEE OF THE WHOLE OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD FOR CALENDAR YEAR 2021
2. NOTICE OF CHANGE TO THE REGULAR MEETING SCHEDULE OF THE PRESIDENT AND BOARD OF TRUSTEES FOR THE 2021 CALENDAR YEAR, AND NOTICE OF APPROVAL OF THE REGULAR MEETING SCHEDULE OF THE COMMITTEE OF THE WHOLE OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD FOR THE 2021 CALENDAR YEAR

In accordance with Section 2.02 (Schedule of Meetings) and Section 2.03 (Changes to Schedule of Meetings) of the Open Meetings Act (5 ILCS 120/2.03) and Section 30.28 (Regular Meetings) of the Maywood Village Code, adoption of the enclosed Resolution will approve certain changes to the Regular Meeting Schedule for the Village Board of Trustees Meetings for the 2021 Calendar Year and will also approve a Regular Meeting Schedule of the Committee of the Whole of the President and Board of Trustees (also known as the Legal, License and Ordinance Committee) for the 2021 Calendar Year. The Committee of the Whole meetings are set for the first Tuesdays of the month (**except for November, due to the November 2 Election Day**) and are in place of the Village Board meetings being conducted on those dates.

Attached at the end of this Memorandum are Section 30.28 (Regular Meetings) and Section 30.12 (Standing Committees) of the Maywood Village Code that govern the meeting schedule for the Village Board meetings and the Standing Committee meetings. The Standing Committees do not meet on a regular basis and instead meet "on call". At the same time amendments are made to the committees and commissions, the Village Board will be able to consider changing the name of the "Legal, License and Ordinance Committee" to the "Committee of the Whole of the President and Board of Trustees".

Upon approval, per the Open Meetings Act, the enclosed Notice shall be: (1) "published in a newspaper of general circulation in the area in which the public body functions"; and (2) "posted at the principal office of the public body or, if no such office exists, at the building in which the meeting is to be held"; and (3) "supplied to those news media which have filed an annual request for notice as provided in paragraph (b) of Section 2.02" of the Open Meetings Act.

If there are any questions, please contact me.

*Mike*

Enclosures

cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)  
Chasity Wells-Armstrong, Village Manager (w/ encls.)  
Lanya Satchell, Finance Director (w/ encls.)  
James Ellexson, Interim Human Resources Coordinator (w/ encls.)  
John West, Director of Public Works (w/ encls.)  
Craig Bronaugh, Fire Chief (w/ encls.)  
Elijah Willis, Acting Police Chief (w/ encls.)  
Angela Smith, Interim Community Development Director (w/ encls.)  
Bill Peterhansen / Mark Lucas, Village Engineers (w/ encls.)  
Michael A. Marrs, KTJ (w/ encls.)

## Illinois Open Meetings Act

(5 ILCS 120/2.02 and 2.03)

Section 2.02. Public notice of all meetings, whether open or closed to the public, shall be given as follows:

- (a) Every public body shall give public notice of the schedule of regular meetings at the beginning of each calendar or fiscal year and shall state the regular dates, times, and places of such meetings....

Section 2.03. In addition to the notice required by Section 2.02, each body subject to this Act must, at the beginning of each calendar or fiscal year, prepare and make available a schedule of all its regular meetings for such calendar or fiscal year, listing the times and places of such meetings.

If a change is made in regular meeting dates, at least 10 days' notice of such change shall be given by publication in a newspaper of general circulation in the area in which such body functions. However, in the case of bodies of local governmental units with a population of less than 500 in which no newspaper is published, such 10 days' notice may be given by posting a notice of such change in at least 3 prominent places within the governmental unit. Notice of such change shall also be posted at the principal office of the public body or, if no such office exists, at the building in which the meeting is to be held. Notice of such change shall also be supplied to those news media which have filed an annual request for notice as provided in paragraph (b) of Section 2.02.

## Maywood Village Code

### SECTION 30.28 REGULAR MEETINGS.

**Regular meetings of the Board of Trustees shall be held** in the Council Chambers located at 125 South Fifth Avenue, Maywood, **on the first and third Tuesdays of each month at 7:00 p.m.** or immediately following the adjournment of any Board of Local Improvement meeting, or other committee meetings, commission meetings or special board meetings held on such evening, whichever occurs first. The Board of Trustees may by motion change either the location or time of a specifically designated meeting.

### SECTION 30.12 STANDING COMMITTEES.

(A) *Membership, duties, and appointment.* Standing committees of the Village Board of Trustees are established to assist the Village President and Board of Trustees in reviewing various Village policies, issues, and proposed legislation. All standing committees shall consist of at least 3 members each, including the Chairperson, all of whom shall also be members of the Board of Trustees. All standing committee members shall be appointed by the Village President with the advice and consent of the Board of Trustees. All standing committees shall meet monthly at a time and place determined by its members, or as otherwise set forth in this section.

(B) *Limitations on authority.* Standing committees are recommending bodies only and may not take final action on any matter. Standing committees are not authorized to administer the day-to-day operations of the Village or its departments, which will remain the duty of the Village Manager and Village staff. In no event shall a committee member meet to discuss committee business without informing the other committee members of the time and purpose of the meeting. All standing committees are subject to the provisions of the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*). Standing committees shall not send correspondence to any person, other than to a department head, without prior approval of the Village President and Village Board.

(C) *Standing committees established.* The following shall be the standing committees of the Village Board of Trustees:

(1) *Legal, License and Ordinance Committee.* A Legal, License and Ordinance Committee shall exist as a standing committee. Said Legal, License and Ordinance Committee shall consist of the Mayor and all Trustees currently holding office and the Mayor shall serve as its Chairperson. The Chief of Police, Corporation Counsel, Village Attorney, Village Prosecutor and Business Regulations Officer shall be *ex officio* members of the Legal, License and Ordinance Committee. **The Legal, License and Ordinance Committee shall meet as necessary at a time and place to be determined by the members....**

**A RESOLUTION APPROVING AN AMENDED REGULAR MEETING SCHEDULE OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD FOR CALENDAR YEAR 2021, AND APPROVING THE REGULAR MEETING SCHEDULE OF THE COMMITTEE OF THE WHOLE OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD FOR CALENDAR YEAR 2021**

**WHEREAS**, Section 2.02 (Schedule of Meetings) and Section 2.03 (Changes to Schedule of Meetings) of the Open Meetings Act (“OMA”) (5 ILCS 120/2.02 and 2.03) require the President and Board of Trustees of the Village of Maywood to approve by Resolution their regular meeting schedule for each calendar year and to make the schedule available to the public and any news medium that has filed an annual request for notice of meetings in accordance with the requirements of the Open Meetings Act; and

**WHEREAS**, Section 2.03 (Changes to Schedule of Meetings) of the OMA (5 ILCS 120/2.03) requires that the Village provide that notice of any changes to the approved annual meeting schedule shall be: (1) “published in a newspaper of general circulation in the area in which the public body functions”; and (2) “posted at the principal office of the public body or, if no such office exists, at the building in which the meeting is to be held”; and (3) “supplied to those news media which have filed an annual request for notice as provided in paragraph (b) of Section 2.02” of the OMA; and

**WHEREAS**, in accordance with Section 2.02 (Schedule of Meetings) and Section 2.03 (Changes to Schedule of Meetings) of the Open Meetings Act (5 ILCS 120/2.03) and Section 30.28 (Regular Meetings) of the Maywood Village Code, the President and Board of Trustees of the Village of Maywood desire to approve certain changes to the Regular Meeting Schedule for the Village Board of Trustees Meetings for the 2021 Calendar Year and desire to approve a Regular Meeting Schedule of the Committee of the Whole of the President and Board of Trustees (also known as the Legal, License and Ordinance Committee) for the 2021 Calendar Year, as set forth below.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** The President and Board of Trustees approve of the following updated schedule of their Regular Village Board of Trustees Meetings for the 2021 Calendar Year, as set forth below:

- August: Third Tuesday (August 17)**
- September: Third Tuesday (September 21)**
- October: Third Tuesday (October 19)**
- November: Third Tuesday (November 16)**
- December: Second Tuesday (December 14)**

The starting time for the above meetings shall be 7:00 P.M. The meetings shall be conducted in the Council Chambers located at 125 South 5th Avenue in Maywood. Regarding any cancelled regular meeting dates, or if the President and Board of Trustees decide to conduct special meetings on other dates or in place of cancelled meetings, the required notice and agenda for any such special or rescheduled meeting shall be posted in accordance with the Open Meetings Act.

**SECTION 2:** The Regular Meetings of the Committee of the Whole of the President and Board of Trustees (also known as the Legal, License and Ordinance Committee) of the Village of Maywood for the 2021 Calendar Year shall be conducted on the first Tuesday of the month (**except for November, due to the November 2 Election Day**) in the Village Board Room located at 125 South 5th Avenue, at 7:00 p.m. on the following dates:

- September: First Tuesday (September 7)**
- October: First Tuesday (October 5)**
- November: First Wednesday (November 3)**
- December: First Tuesday (December 7)**

**SECTION 3:** In accordance with Section 2.02 (Schedule of Meetings) and Section 2.03 (Changes to Schedule of Meetings) of the Open Meetings Act (5 ILCS 120/2.02 and 2.03), the President and Board of Trustees approve the publication, posting and release to the public and news media of the attached "NOTICE OF CHANGE TO THE REGULAR MEETING SCHEDULE OF THE PRESIDENT AND BOARD OF TRUSTEES FOR THE 2021 CALENDAR YEAR, AND NOTICE OF APPROVAL OF THE REGULAR MEETING SCHEDULE OF THE COMMITTEE OF THE WHOLE OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD FOR THE 2021 CALENDAR YEAR, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof .

**SECTION 4:** The President and Board of Trustees direct the Village Clerk, or her designee, to make this Resolution available to the public and any news medium that has filed an annual request for notice of meetings in accordance with the requirements of the Open Meetings Act, as amended. In accordance with Section 2.02 (Schedule of Meetings) and Section 2.03 (Changes to Schedule of Meetings) of the Open Meetings Act (5 ILCS 120/2.02 and 2.03), this Notice shall be: (1) "published in a newspaper of general circulation in the area in which the public body functions"; and (2) "posted at the principal office of the public body or, if no such office exists, at the building in which the meeting is to be held"; and (3) "supplied to those news media which have filed an annual request for notice as provided in paragraph (b) of Section 2.02" of the Open Meetings Act.

**SECTION 5:** This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

**ADOPTED** this \_\_\_\_ day of August, 2021, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** this \_\_\_\_ day of August, 2021, by the Village President of the Village of Maywood, and attested by the Village Clerk, on the same day.

\_\_\_\_\_  
Nathaniel George Booker, Village President

**ATTEST:**

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

Exhibit "A"

**NOTICE OF CHANGE TO  
THE REGULAR MEETING SCHEDULE OF THE PRESIDENT AND  
BOARD OF TRUSTEES FOR THE 2021 CALENDAR YEAR,  
AND NOTICE OF APPROVAL OF THE REGULAR MEETING SCHEDULE OF  
THE COMMITTEE OF THE WHOLE OF THE PRESIDENT AND  
BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD  
FOR THE 2021 CALENDAR YEAR**

(attached)

**DRAFT 7.28.2021**

**NOTICE OF CHANGE TO  
THE REGULAR MEETING SCHEDULE OF THE PRESIDENT AND  
BOARD OF TRUSTEES FOR THE 2021 CALENDAR YEAR,  
AND NOTICE OF APPROVAL OF THE REGULAR MEETING SCHEDULE OF  
THE COMMITTEE OF THE WHOLE OF THE PRESIDENT AND  
BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD  
FOR THE 2021 CALENDAR YEAR**

**PUBLIC NOTICE** is given pursuant to Section 2.02 (Schedule of Meetings) and Section 2.03 (Changes to Schedule of Meetings) of the Open Meetings Act (5 ILCS 120/2.02 and 2.03) that the Regular Village Board Meeting Schedule for the 2021 Calendar Year, as approved by the President and Board of Trustees of the Village of Maywood under Resolution No. R-2021-46 on December 1, 2021, is being changed as set forth below.

The Regular Village Board Meetings of the President and Board of Trustees of the Village of Maywood shall be conducted on the third Tuesdays of the month in the Village Board Room located at 125 South 5th Avenue, at 7:00 p.m. on the following dates, except for the December 2021 meeting:

August:	Third Tuesday (August 17)
September:	Third Tuesday (September 21)
October:	Third Tuesday (October 19)
November:	Third Tuesday (November 16)
December:	Second Tuesday (December 14)

The Regular Meetings of the Committee of the Whole of the President and Board of Trustees (also known as the Legal, License and Ordinance Committee) of the Village of Maywood shall be conducted on the first Tuesday of the month in the Village Board Room located at 125 South 5th Avenue, at 7:00 p.m. on the following dates, except for the November 2021 meeting:

September:	First Tuesday (September 7)
October:	First Tuesday (October 5)
November:	First Wednesday (November 3) (November 2 is Election Day)
December:	First Tuesday (December 7)

Individuals with disabilities who plan to attend these Meetings and who require accommodations in order to allow them to observe and participate, or who have questions regarding accessibility of the meeting or facilities, are requested to contact the Village Clerk's Office at 708-450-6360.

In accordance with Section 2.03 (Changes to Schedule of Meetings) of the Open Meetings Act (5 ILCS 120/2.03), this Notice shall be: (1) "published in a newspaper of general circulation in the area in which the public body functions"; and (2) "posted at the principal office of the public body or, if no such office exists, at the building in which the meeting is to be held"; and (3) "supplied to those news media which have filed an annual request for notice as provided in paragraph (b) of Section 2.02" of the Open Meetings Act.

VILLAGE OF MAYWOOD

By: Gwaine Dianne Williams  
Village Clerk

DATED: August \_\_, 2021

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

**RESOLUTION NO. R-2021- \_\_\_\_\_**

**A RESOLUTION APPROVING AN AMENDED REGULAR MEETING SCHEDULE OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD FOR CALENDAR YEAR 2021, AND APPROVING THE REGULAR MEETING SCHEDULE OF THE COMMITTEE OF THE WHOLE OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD FOR CALENDAR YEAR 2021**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the \_\_\_\_ day of August, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the \_\_\_\_ day of August, 2021.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

**AYES:**

**NAYS:**

**ABSENT:**

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this \_\_\_\_ day of August, 2021.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

**[SEAL]**



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**MEMORANDUM**

**TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**  
**FROM: Michael T. Jurusik**  
**DATE: July 29, 2021**  
**RE: Renewal of Comcast Non-Exclusive Cable Franchise Agreement (New Term: 2021 to 2031)**

As previously discussed by the Board of Trustees, I have enclosed the following document for review and consideration at the August 3, 2021 Committee of the Whole Meeting and action at the August 17, 2021 Special Village Board Meeting:

- 1. RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF THE CABLE TELEVISION FRANCHISE AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD AND COMCAST OF CALIFORNIA/COLORADO/INDIANA/MICHIGAN, LP with a copy of the new Franchise Agreement attached as Exhibit "A".

The Resolution approves a renewal non-exclusive Franchise Agreement (the "Proposed Franchise Agreement") with Comcast of California/Colorado/Indiana/Michigan, LP ("Comcast"), with a 10-year term. As background, the Village and Comcast are parties to an existing Franchise Agreement, approved in June, 2011 (the "Existing Franchise Agreement"). The Proposed Franchise Agreement is substantially similar to the Existing Franchise Agreement.

The major differences between the Proposed Franchise Agreement and the Existing Franchise Agreement are:

- 1. Complimentary Service Charges. In Section 4.6.1 of the Proposed Franchise Agreement, Comcast inserted language that would deduct the costs of complimentary cable television service received by the Village from the Village's Franchise Fees. As background, Comcast has historically provided the Village with complimentary basic cable television service pursuant to State law, 220 ILCS 5/22-501(f). Comcast proposes the language in Section 4.6.1 of the Proposed Franchise Agreement because the Federal Communication Commission's (the "FCC") "Third Report and Order," issued on August 1, 2019 (the "Third Order"), provides that free cable service to municipalities and PEG service are to be considered as part of the Franchise Fee, and the costs of such service may be deducted from the Franchise Fee otherwise payable by Comcast. This part of the Third Order was unsuccessfully challenged on appeal in the Federal 6th Circuit Court of Appeals, meaning that unless the Court of Appeals reverses itself or the United States Supreme Court reverses the decision, complimentary basic cable television service is deductible from franchise fees paid by Comcast to the Village. However, the Third Order could be withdrawn, modified or repealed by action of the FCC in the future, or pursuant to a court order in another jurisdiction.

Comcast's proposed language in Section 4.6.1 only addresses what happens if the Third Order was reversed in the 6th Circuit Court case, not in any other way. As noted above, there may be other court challenges to the FCC order, or the FCC could administratively withdraw, modify or repeal the Third Order, and all of those actions should be binding on Comcast as well. If the Village contractually agrees to accept the outcome of only the 6th Circuit case vis-à-vis the Third Order, then Comcast has an argument that any other reversal, withdrawal or modification of the Third Order that would favor the Village on this issue is not applicable and the Village, meaning the Village would be required to continue to pay Comcast for complimentary basic cable service.

We have attempted to negotiate more favorable language for municipalities on this point using the language in Section 4.6.1 of the Proposed Franchise Agreement, and to date, Comcast has been unwilling to materially change their position on the Third Order because Comcast has already entered new franchise agreements with other Illinois communities with this proposed text (e.g., Melrose Park, Oakbrook Terrace, Glendale Heights, etc.). At this stage, we would recommend acceptance of this text and revisit the issue if a court challenge provides a basis for renegotiation.

2. FOIA Indemnification. In Section 5.3 of the Proposed Franchise Agreement, Comcast proposed to delete more favorable language the Village has in Section 5.3 of the Current Franchise Agreement, regarding amounts Comcast must pay if the Village fights a FOIA request for what Comcast deems as its confidential information, including the Village's costs and reasonable attorney's fees. We reinserted this language in the Proposed Franchise Agreement and were successful in getting Comcast to agree to the amendment.

## **Summary of Franchise Agreement**

Section 1: Definition of Terms: Boilerplate definitions section

Section 2: Grant of Authority

- Ten (10) year term (Section 2.2)
- Any renewal of the Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act. (Section 2.3)

Section 3: Construction and Maintenance of the Cable System

- General construction provisions that only apply if the Village of Comcast needs to relocate the cable wiring or facilities.

Section 4: Service Obligations

- General obligations of service and programming services that must be provided by Comcast.

Section 5: Oversight and Regulation by Village

- The Village receives a franchise fee of five percent (5%) of annual Gross Revenues received from the operation of the Cable System in the franchise area.

Section 6: Transfer of Cable Systems or Franchise Control of Grantee

- Information regarding any transferring of the franchise agreement or cable system to another party.

Section 7: Insurance and Indemnity

- Comcast shall maintain at its own cost Insurance and provide proof insurance.
- Comcast shall indemnify the Village from any claims or injuries arising out of Comcast's operation of its cable system in the Village.

Section 8: Public, Educational and Governmental (PEG) Access

- The Village has the right to require Comcast to set up a PEG channel to be operated by the Village
- The Village has the option to require Comcast to set up a second PEG channel if the first PEG channel is fully programmed

Section 9: Enforcement of Franchise

- The Village shall notify Comcast in writing with specific details of any alleged noncompliance or default

Section 10: Miscellaneous Provisions: Boilerplate provisions.

If you have any questions, please contact me.

*Mike*

Enclosure

cc: Gwaine Dianne Williams, Village Clerk (w/ encl.)  
Chasity Wells-Armstrong, Village Manager (w/ encl.)  
Lanya Satchell, Finance Director (w/ encl.)  
Bill Peterhansen, Village Engineer (w/ encl.)

RESOLUTION NO. R-2021- \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF  
THE CABLE TELEVISION FRANCHISE AGREEMENT BY AND BETWEEN  
THE VILLAGE OF MAYWOOD AND  
COMCAST OF CALIFORNIA/COLORADO/INDIANA/MICHIGAN, LP**

**WHEREAS**, the President and Board of Trustees of the Village of Maywood (the "Village") desire to enter into a "Cable Television Franchise Agreement" (the "Agreement") with Comcast of California/Colorado/Indiana/Michigan, LP ("Comcast") relative to the construction, operation and maintenance by Comcast of a cable television system in the Village; and

**WHEREAS**, in December, 1993 the Village entered into a non-exclusive cable television franchise agreement with TCI of Illinois, Inc., the predecessor of Comcast, to provide cable television service to the residents, property owners and businesses located within the Village and to certain Village-owned buildings; and

**WHEREAS**, in June, 2011 the Village and Comcast entered into a renewal non-exclusive cable television franchise agreement with a 10-year term; and

**WHEREAS**, the Village and Comcast have negotiated the Agreement, which is a renewal non-exclusive cable franchise agreement with a 10-year term; and

**WHEREAS**, Comcast has agreed to enter into the Agreement; and

**WHEREAS**, a copy of the Agreement is attached hereto as Exhibit "1" and made a part hereof; and

**WHEREAS**, the President and Board of Trustees of the Village, a home rule Illinois municipal corporation, have the authority to enter into the attached Agreement pursuant to their home rule powers as provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, and find that entering into the Agreement is in the best interests of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** Each whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

**SECTION 2:** The President and Board of Trustees of the Village of Maywood approve the Agreement which is attached hereto as Exhibit "1" and made a part hereof, and authorize and direct the President and Clerk of the Village of Maywood, or their designees, to execute the attached Agreement and such other documents as are necessary to fulfill the Village's obligations under the Agreement.

**SECTION 3:** This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this 17th day of August, 2021, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** this 17th day of August, 2021, by the Village President of the Village of Maywood, and attested by the Village Clerk, on the same day.

\_\_\_\_\_  
Nathaniel George Booker, Village President

**ATTEST:**

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

**EXHIBIT "1"**

**CABLE TELEVISION FRANCHISE AGREEMENT  
BETWEEN THE VILLAGE OF MAYWOOD AND  
COMCAST OF CALIFORNIA/COLORADO/INDIANA/MICHIGAN, LP**

(attached)

**CABLE TELEVISION FRANCHISE AGREEMENT  
BY AND BETWEEN**

**The  
VILLAGE OF MAYWOOD, ILLINOIS**

**And  
COMCAST OF CALIFORNIA/COLORADO/ILLINOIS/INDIANA/MICHIGAN, LP**

This Franchise Agreement (the “Agreement” or “Franchise Agreement”) is made between the Village of Maywood, Illinois (the “Village” or “Grantor”) and Comcast of California/Colorado/Illinois/Indiana/Michigan, LP (the “Grantee”) this \_\_\_\_ day of \_\_\_\_\_, 2021 (the “Effective Date”).

The Village, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the present and future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of the Cable Act, the Illinois Constitution of 1970, including the Village’s home rule powers, and the Illinois Municipal Code, as amended from time to time, and shall be governed by the Cable Act and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

**SECTION 1: Definition of Terms**

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

“Cable Operator” means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in the Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of a Cable System.

"Cable Service" or “Service” means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of Video Programming or Other Programming Service.

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, as amended from time to time and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to

multiple Subscribers within the Franchise Area, “Cable System” and “System” do not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the Village, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of a Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the Village as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of California/Colorado/Illinois/Indiana/Michigan, LP.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include all such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop from the operations of the Cable System within the Village, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the Village’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any

taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5<sup>th</sup> Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the “Pasadena Decision,” *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001)*, and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

“Initial Franchise Service Area” means that portion of the Franchise Area served by the Grantee’s Cable System as of the Effective Date of this Franchise Agreement.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Village.

“Public, Educational and Governmental (PEG) Access Channel” shall mean a video Channel designated for non-commercial use by the public, educational institutions such as public or private schools (but not “home schools”), community colleges, and universities, as well as the Village.

“Public, Educational and Government (PEG) Access Programming” shall mean non-commercial programming produced by any Village residents or organizations, schools and government entities and the use of designated facilities, equipment and/or Channels of the Cable System in accordance with 47 U.S.C. 531 and this Agreement.

"Public Way" shall mean, pursuant and in addition to the Village's Right of Way Ordinance, Chapter 101 of the Village of Maywood Code of Ordinances, entitled "Standards For Construction Of Utility Facilities On Public Rights-Of-Way", as may be amended from time to time, the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the Village in the Franchise Area, to the extent that the Village has the right and authority to authorize, regulate, or permit the location of facilities other than those of the Village. Public Way shall not include any real or personal Village property that is not specifically described in this definition and shall not include Village buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

“Standard Installation” means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

“Video Programming” or “Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

“Village” or “Grantor” means the Village of Maywood, Illinois or the lawful successor, transferee, designee, or assignee thereof.

## **SECTION 2: Grant of Authority**

2.1. Grant of Franchise. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, the Illinois Constitution, and **Resolution No. R-2021**, the Village grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the Village of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws, codes and ordinances enacted by the Village pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Village the use of the Public Way or to perform any public works or public improvements of any description, (B) be construed as a waiver of any laws, codes or ordinances of general applicability promulgated or enforced by the Village, or (C) be construed as a waiver or release of the rights of the Village in and to the Public Ways.

### 2.6. Competitive Equity.

2.6.1. In the event the Village grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the Village proposing to serve the Franchise Area, in whole or in part, the Village shall to the extent required by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

### **SECTION 3: Construction and Maintenance of the Cable System**

3.1. Construction Standards. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Chapter 101 of the Village of Maywood Code of Ordinances, entitled "Standards For Construction Of Utility Facilities On Public Rights-Of-Way", as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction or reconstruction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or Village utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

#### 3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the Village requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such other users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the Village shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days' notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

### **SECTION 4: Service Obligations**

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this

Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile and within one (1) mile of the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. Extension of System/Service. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the Village in conducting inspections related to these standards upon reasonable prior written request from the Village based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the Village shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the Village shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the Village's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The Village may request that Grantee provide Cable Service and the corresponding equipment to the location(s) specified in Attachment A, and shall specify the

requested level of services and number of outlets for each location. The Village shall notify Grantee in writing whether it wishes to be invoiced at standard rates as disclosed by Grantee for these services and equipment or to have the charges deducted from the franchise fee payment due pursuant to this franchise. In the event the FCC Third 621 Order is reversed on appeal on the issue of complimentary services (pending at the 6<sup>th</sup> Circuit at the time of this Agreement) and that reversal becomes final, the Village and the Grantee will revert to the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service, one Digital Transport Adapter (or its current equivalent if equipment is necessary to receive the service) and a free Standard Installation at one outlet to all eligible buildings as defined in the state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an “Emergency Alert System” (“EAS”) consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the “State of Illinois Emergency Alert System State Plan” – as may be amended from time to time. The Village must become qualified and authorized to activate the EAS, through the authorized State EAS plan. The Village agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the Village, its employees or agents in using such system.

4.8. Customer Service Obligations. The Village and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement provisions are included in Chapter 123 of the Village of Maywood Code of Ordinances. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, as amended from time to time.

## **SECTION 5: Oversight and Regulation by Village**

5.1. Franchise Fees. The Grantee shall pay to the Village a franchise fee (the “Franchise Fee” or the “Franchise Fees”) in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of Franchise Fees than any other video service provider, under State authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period which shall include Gross Revenues for the period. Any undisputed Franchise Fee payment

which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Co. or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. Increase in Franchise Fee. The Parties acknowledge that, at present, the Cable Act limits the Village to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the Village to increase the Franchise Fee above five percent (5%), the Village shall hold a public hearing and determine if the Village should collect the additional amount. Following the determination as made by the Village in its sole discretion, the Village shall notify the Grantee of its intent to collect the increased Franchise Fee and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the Village) to effectuate any changes necessary to begin the collection of such increased Franchise Fee or notify the Grantee of its intent to not collect the increased fee. In the event that the Village increases said Franchise Fee, the Grantee shall notify its Subscribers of the Village's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. Decrease in Franchise Fee. In the event a change in state or federal law requires the Village to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the Village pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code, 65 ILCS 5/11-42-11; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the Village approves the amendment by ordinance; and (c) the Village notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The Village and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests for Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.2.1 In accordance with 65 ILCS 5/11-42-11.05(k), the Village shall provide on an annual basis, a complete list of addresses within the corporate limits of the Village. If an address is not included in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from situsing errors.

5.3. **Proprietary Information.** Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The Village agrees to treat any information disclosed by the Grantee designated as proprietary and confidential as confidential and only to disclose it to those employees, representatives, and agents of the Village that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority’s representative. In the event that the Village has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Village shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the Village from and against any claims arising from the Village’s opposition to disclosure of any information Grantee designates as proprietary or confidential, which indemnification obligation shall include payment of the Village’s costs including reasonable attorney’s fees. Compliance by the Village with the Freedom of Information Act, including an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the Village, shall not be a violation of this Section.

## **SECTION 6: Transfer of Cable System or Franchise or Control of Grantee**

6.1. **Transfer of Interest.** Neither the Grantee nor any other Person may sell, assign or transfer the Franchise Agreement, Cable System or the Franchise without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.2. **Transfer of Contract.** No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, the Cable System or the Cable System assets shall take place without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.3. **Exception.** No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. **Requirement.** The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the Village containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C.

§537. Within thirty (30) days after receiving a request for consent, the Village shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Village has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the Village may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Other Transfers. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the Village's consent thereto in the manner described in Section 6 above.

## **SECTION 7: Insurance and Indemnity**

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the Village certificates of insurance in accordance with Section 101.08 of the Village of Maywood Code of Ordinances, as amended from time to time.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the Village, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing and operating its Cable System within the Village. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The Village shall give the Grantee timely written notice of its obligation to indemnify and defend the Village after the Village's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the Village. If the Village elects in its own discretion to employ additional counsel, the costs for such additional counsel for the Village shall be the responsibility of the Village.

7.2.1. The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from any conduct for which the Village, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the Village by reference to the limits of insurance coverage described in this Agreement.

## **SECTION 8: Public, Educational and Governmental (PEG) Access**

8.1. PEG Capacity. The Grantee shall provide capacity for the Village's noncommercial public, educational and governmental ("PEG") programming through Grantee's Cable System consistent with the requirements set forth herein. As of the Effective Date of this Agreement, the Village utilizes no PEG Channel. The Grantee shall provide the Village with one (1) PEG Channel upon 180 days prior written request of the Village. The Grantee agrees to submit a cost estimate to activate the additional PEG Channel within a reasonable period of time after the Village's request. The Village may accept or decline Grantee's cost estimate in the Village's sole discretion. After an agreement to reimburse the Grantee the costs of activating the PEG Channel, the Grantee shall proceed to active the PEG Channel within the number of days set forth above. If no agreement is reached between Grantee and Village, Grantee is not obligated to activate the PEG Channel. Unless otherwise agreed to by the Village and the Grantee to the extent required by applicable law, the PEG Channel shall be carried on the Grantee's basic digital service tier. The Village's PEG programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.1.1. Additional PEG Capacity. At its discretion, the Village may request an additional PEG Channel; provided, however, the Village must demonstrate that the Threshold Use Requirement is satisfied. For the purposes of this Agreement, the term "Threshold Use Requirement" means that the initial PEG Channel shall be programmed by the Village at least eight (8) hours per day with non-repetitive, non-character generated, locally produced video programming and text (character generated) messaging, Monday through Friday, for a minimum of four (4) consecutive months. The Village shall provide the Grantee with written documentation evidencing that the Threshold Use Requirement is being satisfied. Grantee shall have one hundred twenty (120) days from receipt of the Village's request to provide the additional PEG Channel. The Grantee agrees to submit a cost estimate to activate the additional PEG Channel within a reasonable period of time after the Village's request. The Village may accept or decline Grantee's cost estimate in the Village's sole discretion. After an agreement to reimburse the Grantee the costs of activating the additional PEG Channel, the Grantee shall proceed to active the PEG Channel within the number of days set forth above. If no agreement is reached between Grantee and Village, Grantee is not obligated to activate the additional PEG Channel. Unless otherwise agreed to by the Village and the Grantee, to the extent required by law, the additional PEG Channel shall be carried on the most basic service tier offered by the Grantee. Once provided, the additional PEG Channel may not be removed or withdrawn by Grantee for the first twelve (12) months following the provision of such additional PEG Channel. Any such removal or withdrawal shall not occur until the Grantee has given the Village written notice that the Threshold Use Requirement for the initial channels provided as of the Effective Date of this Agreement is not being satisfied. The Village shall have one hundred twenty (120) days to cure, or take diligent steps towards curing such condition, in which to establish that the Threshold Use Requirement on the initial PEG Channels is satisfied.

8.1.2. Grantee Use of Unused Time. Because the Village and Grantee agree that a blank or underutilized PEG Access Channel is not in the public interest, in the event the Village does not completely program a PEG Channel, the Grantee may utilize the PEG Channel for its own purposes. Grantee may program unused time on the PEG Channel subject to reclamation from the Village upon no less than one hundred twenty (120) days' notice. Except as

otherwise provided herein, the programming of the PEG Access Channel with text messaging or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community programming of any kind can be viewed on a PEG Access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

8.2 Rules and Procedures for Use of PEG Access Channel. The Village shall be responsible for the content the Village or its designee provides over the designated Public Access Channel and for establishing, and thereafter enforcing, rules for any non-commercial use of the PEG Access Channel and to promote the viewership of the Channel.

8.3 Allocation and Use of the PEG Access Channel. The Grantee does not relinquish its ownership of a Channel by designating it for PEG use. The PEG Access Channel is, and shall be, operated by the Village or its designee. The Village shall adopt rules and procedures under which Grantee may use the PEG Access Channel for the provision of Video Programming if the PEG Access Channel is not being used for its designated purpose(s) pursuant to Section 611(d) of the Cable Act, 47 U.S.C. §531.

8.4 Editorial Control. Grantee shall not exercise any editorial control over any use of the PEG Access Channel except as permitted by 47 U.S.C. §531(e).

8.5 Origination Point. At such time that the Village determines that it wants to establish capacity to allow Subscribers to receive PEG Access Programming originated from the Village or any other Village designated location(s) (other than those having a signal point of origination at the time of the execution of this Agreement); or at such time that the Village determines that it wants to change or upgrade a location from which PEG Access Programming is originated; the Village will give the Grantee written notice detailing the point of origination and the capability sought by the Village. The Grantee agrees to submit a cost estimate to implement the Village's plan within a reasonable period of time not exceeding sixty (60) days. After an agreement to reimburse the Grantee for its expenditure within a reasonable period of time, the Grantee will implement any necessary system changes within one hundred and twenty (120) days or such other period of time as mutually agreed to by the Parties.

8.6 PEG Signal Quality. Provided the PEG signal feed is delivered by the Village to the designated signal input point without material degradation, the PEG Channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.7 PEG Capital Support. At its sole discretion, the Village may designate PEG access capital projects to be funded by the Village as set forth herein. The Village shall send written notice of the Village's desire for Grantee to collect as an external charge a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month charge, or such other amount as

may be agreed to by the Village and Grantee, to be passed on to each Subscriber pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The Grantee shall collect the external charge over a period of twelve (12) months, unless some other period is mutually agreed upon in writing, and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. The notice shall include a copy of the Village's annual budget describing the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment, which budget may be amended from time to time as the Village determines necessary. The Village shall, from time to time, provide the Grantee with an annual Capital Plan setting forth the expenditures for capital facilities and/or equipment to be made within the fiscal year. The Grantee may review and comment on the compatibility of any facilities and/or equipment to be acquired by the Village's within 30 days of the Grantee's receipt of the Capital Plan, but such review shall not affect the collection and payment of PEG Capital Fees. The capital payments shall be expended for PEG facilities and equipment. Upon the request of the Grantee, the Village shall provide documentation on all expenditures of PEG Capital Fees. Consistent with the description of the intended utilization of the PEG Capital Fee, the Village shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the Village to make large capital expenditures, if necessary, provided that any funds remaining at the end of the term of this Agreement shall be used by the Village for PEG Capital obligations during the subsequent Franchise renewal. Moreover, if the Village chooses to borrow from itself or a financial institution, revenue for large PEG capital purchases or capital expenditures, the Village shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the Village's written request.

8.7.1. For any payments owed by Grantee in accordance with this Section 8.7 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

8.7.2. Grantee and Village agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542.

## **SECTION 9: Enforcement of Franchise**

9.1. Notice of Violation or Default. In the event the Village believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Village's written notice: (A) to respond to the Village, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Village of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the Village determines that the Grantee is in default of any material provision of the Franchise, the Village may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Village shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Village has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The Village shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Village shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the Village shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the Village shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the Village's decision.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the Village's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law enacted by the Village as Chapter 123 of the Village of Maywood Code of Ordinances; and, pursuant to Section 3.1 of this Franchise Agreement and Chapter 101 of the Village of Maywood Code of Ordinances, as amended from time to time, to enforce the Grantee's compliance with the Village's requirements regarding "Standards For Construction Of Utility Facilities On Public Rights-Of-Way". Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Village to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the Village.

## **SECTION 10: Miscellaneous Provisions**

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty

relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased. This provision does not cover work delays caused by general economic conditions.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Village:

Village of Maywood  
40 East Madison Street  
Maywood, Illinois 60153  
ATTN: Village Manager

To the Grantee:

Comcast  
1500 McConnor Parkway  
Schaumburg, Illinois 60173  
ATTN: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the Village and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The Village may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by final binding judicial or administrative decision, either party may notify the other in writing that the Franchise has been materially altered by the finding, and of the election to begin negotiations to amend the Franchise solely in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois, without regard to conflict of laws, except where superseded by federal law.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Cook County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Village and the Grantee, which amendment shall be authorized on behalf of the Village through the adoption of an appropriate ordinance or resolution by the Village, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public not a signatory to this Agreement to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, that the Village or the Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. Authority to Sign Agreement. Grantee warrants to the Village that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the Village that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

**IN WITNESS WHEREOF**, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below; and the date the last of the parties executes this Agreement shall be set forth in the first paragraph of this Agreement.

**For the Village of Maywood:**

**For Comcast of California/  
Colorado/Illinois/Indiana/Michigan, LP:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

/

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF  
THE CABLE TELEVISION FRANCHISE AGREEMENT BY AND BETWEEN  
THE VILLAGE OF MAYWOOD AND  
COMCAST OF CALIFORNIA/COLORADO/INDIANA/MICHIGAN, LP**

which Resolution was passed by a roll call vote the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 17th day of August, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 17th day of August, 2021.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this \_\_\_ day of August, 2021.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

[SEAL]

ORDINANCE NO. CO-2021-\_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE CREATION AND RATIFICATION OF  
THE ISSUANCE OF A CLASS "C" LIQUOR LICENSE (TEMPORARY SPECIAL EVENT LIQUOR LICENSE  
FOR NON-VILLAGE OWNED PROPERTY) TO APPLICANT MAYWOOD PARK DISTRICT  
FOR THE "2021 WINE DOWN WEDNESDAYS" SPECIAL EVENTS  
TO BE HELD AT THE 50 WEST MADISON STREET PROPERTY  
(Special Event Dates: July 14, 2021; July 28, 2021; August 11, 2021; and August 25, 2021)**

**BE IT ORDAINED** by the President and Board of Trustees of the Village of Maywood, Cook County, Illinois, (the "Village"), as follows:

**SECTION 1:** Pursuant to Chapter 117, Section 117.23(C) of the Maywood Village Code, the President and Board of Trustees of the Village of Maywood authorize the creation of a Class "C" Liquor License for the purpose of allowing the Local Liquor Control Commissioner, in his/her discretion, to issue the Class "C" Liquor License to the Applicant Maywood Park District (the "Applicant") to permit the Applicant to conduct retail sales and service of alcoholic beverages and to allow outdoor possession and consumption of alcoholic beverages at the "2021 WINE DOWN WEDNESDAYS" Special Events at the 50 West Madison Street property within the Village's corporate boundaries (the "Licensed Premises") on the following "Special Event Dates" and times: July 14, 2021 (5:00 P.M. and ending at 8:00 P.M.); July 28, 2021 (5:00 P.M. and ending at 8:00 P.M.); August 11, 2021 (5:00 P.M. and ending at 8:00 P.M.); and August 25, 2021 (5:00 P.M. and ending at 8:00 P.M.) (collectively, the "Special Events"). If a Special Event Date is cancelled or re-scheduled due to inclement weather or another justifiable reason, the Local Liquor Control Commissioner, in his/her discretion, may authorize the Special Event to be conducted on one or more alternate days with the same hours of operation if requested in writing by the Applicant. The President and Board of Trustees of the Village of Maywood authorize the creation of a Class "C" Liquor License for its issuance by the Local Liquor Control Commissioner, in his/her discretion, to the Applicant for the limited purposes stated in this Ordinance, SUBJECT TO THE CONDITIONS SET FORTH BELOW IN SECTION 2.

**SECTION 2:** The issuance of a Class "C" Liquor License to the Maywood Park District, by the Local Liquor Control Commissioner, for the Special Events is subject to compliance with the following conditions:

- A. **Duration of Liquor License.** The Class "C" Liquor License is valid only during the authorized times for the above approved Special Event Dates or any alternate days in 2021 with the same or alternate hours of operation, as approved by the Local Liquor Control Commissioner.
- B. **Compliance with Applicable Laws and Codes.** The Maywood Park District shall comply with the applicable provisions of Chapter 117 (Liquor) of the Maywood Village Code, including the Dram Shop Insurance requirement, as well as the other applicable provisions of State law and the Maywood Village Code, including but not limited to the Fire Prevention Code, the Plumbing Code, the Building Code, the Property Maintenance Code, the Illinois Accessibility Code and the Zoning Code.
- C. **State and Village Licenses.** Prior to conducting the Special Event, the holder of a Class "C" Liquor License must provide to the Local Liquor Control Commissioner evidence of all required

State and Village licenses, including a State special event liquor license or similar approval. Since the Village is the Co-Sponsor of the Special Events, the Village approves the waiver of the payment of the liquor license application fee (\$75.00) and the special event license fee (\$75.00 per day; \$300.00 total) and the background check for these Special Events.

- D. **BASSETT Training Compliance.** All persons who sell or serve alcoholic liquor or handle alcoholic liquor on the licensed premises shall take and successfully complete a Beverage Alcohol Sellers and Servers Education and Training (BASSET) Program that has been certified by the State of Illinois. A copy of the BASSET course completion certificate(s) for each such person shall be made available at all times at the licensed premises for inspection by the Local Liquor Control Commissioner, or his/her designee.
  
- E. **Limitations of the Sale, Service, Possessions and Consumption of Alcohol.** Retail sales and service and possession and consumption of alcoholic beverages at the Special Events shall be allowed only on the Licensed Premises and shall be permitted only during the authorized times for Special Event Dates. It shall be illegal to sell, serve, possess or consume alcoholic beverages in violation of the provisions set forth in this Ordinance.
  
- F. **Revocation of Liquor License for Violation(s) of this Ordinance.** If the Class "C" Liquor License is issued to the Maywood Park District, the Class "C" Liquor License may be revoked immediately by the Local Liquor Control Commissioner in the event of a violation of the Maywood Liquor Code regulations or any of the provisions of this Ordinance by the Maywood Park District or any of its employees, representatives, agents, guests or contractual service providers.
  
- G. **Payment for Municipal Services.** The Village reserves the right to charge the Applicant for special municipal services, such as police, fire and public works personnel and services, necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Events. By accepting the issuance of the Class "C" Liquor License, the Applicant agrees to pay for such special municipal services provided by the Village which are necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Events. The charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village.

**SECTION 3:** This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this 3rd day of August, 2021, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by me this 3rd day of August, 2021, and attested by the Village Clerk on the same day.

---

Nathaniel George Booker, Village President

**ATTEST:**

---

Gwaine Dianne Williams, Village Clerk

**ACKNOWLEDGEMENT BY LIQUOR LICENSE APPLICANT**

I, the undersigned liquor license applicant, agree to comply with and fulfill each and every term, condition and obligation set forth above in the Ordinance granting a Class "C" Liquor License to the Maywood Park District, including each of the conditions set forth in the Ordinance above. I understand and agree that the Village of Maywood has the right to charge the Maywood Park District for special municipal services, such as police, fire and public works personnel and services, that are necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Events. By accepting the issuance of the Class "C" Liquor License, the Maywood Park District agrees to pay for such special municipal services provided by the Village which are necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Events or who are affected by the Special Events. I understand and agree that the charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village of Maywood and I shall not object to the payment of such costs.

**Maywood Park District /Liquor License Applicant**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Representative

Date: \_\_\_\_\_, 2021.

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

**ORDINANCE NO. CO-2021- \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE CREATION AND RATIFICATION OF  
THE ISSUANCE OF A CLASS "C" LIQUOR LICENSE (TEMPORARY SPECIAL EVENT LIQUOR LICENSE  
FOR NON-VILLAGE OWNED PROPERTY) TO APPLICANT MAYWOOD PARK DISTRICT  
FOR THE "2021 WINE DOWN WEDNESDAYS" SPECIAL EVENTS  
TO BE HELD AT THE 50 WEST MADISON STREET PROPERTY  
(Special Event Dates: July 14, 2021; July 28, 2021; August 11, 2021; and August 25, 2021)**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting held on the 3rd day of August, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 3rd day of August, 2021.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this \_\_\_ day of August, 2021.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

[SEAL]



20 N. Wacker Drive, Ste 1660  
Chicago, Illinois 60606-2903  
T 312 984 6400 F 312 984 6444

15010 S. Ravinia Avenue, Ste 10  
Orland Park, Illinois 60462-5353  
T 708 349 3888 F 708 349 1506

DD 312 984 6419  
mamarrs@ktjlaw.com

www.ktjlaw.com

**MEMORANDUM**

**TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**  
**FROM: Michael T. Jurusik**  
**DATE: July 28, 2021**  
**RE: 2021 Maywood Fest --**  
**Entertainment And Music Performer And Special Event Production Agreement --**  
**Template - Entertainment And Music Performer Agreement**

Per the request of Mayor Nathaniel George Booker, I have enclosed the following documents for review and consideration at the August 3, 2021 Committee of the Whole Meeting and action at the August 17, 2021 Special Village Board Meeting:

1. Entertainment And Music Performer And Special Event Production Agreement (2019 version to be updated if special event producer is hired)
2. Template - Entertainment And Music Performer Agreement (to be updated for each performer)

These Agreements are provided to start the discussion for securing entertainment and music performers for the 2021 Maywood Fest.

If there are any questions, please feel free to contact me.

*Mike*

Enclosures

- cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)  
Chasity Wells-Armstrong, Village Manager (w/ encls.)  
Lanya Satchell, Finance Director (w/ encls.)  
James Ellexson, Interim Human Resources Coordinator (w/ encls.)  
John West, Director of Public Works (w/ encls.)  
Craig Bronaugh, Fire Chief (w/ encls.)  
Elijah Willis, Acting Police Chief (w/ encls.)  
Angela Smith, Interim Community Development Director (w/ encls.)  
Bill Peterhansen / Mark Lucas, Village Engineer (w/ encls.)  
Michael A. Marrs, KTJ (w/ encls.)



**ENTERTAINMENT AND MUSIC PERFORMER AND SPECIAL EVENT  
PRODUCTION AGREEMENT  
FOR 2019 MAYWOOD FAMILY FEST**

**(Chicago Special Events Management)**

This Agreement is made and entered into this \_\_\_ day of June, 2019, by and between the Village of Maywood, an Illinois municipal corporation (hereinafter referred to as "Village") and CRSEM, LLC d/b/a Chicago Special Events Management, with its principal business offices located at 2221 West 43rd Street, Chicago, Illinois 60609 (hereinafter referred to as "CRSEM" or "Producer"). The Village and Producer shall at times herein individually be referred to as a "Party" and collectively be referred to as the "Parties."

**WITNESSETH**

**WHEREAS**, the President and Board of Trustees of the Village of Maywood desire to retain the services of the Producer to assist with certain entertainment and music performer and special event administrative and production services: e.g., securing entertainment and music performers, solicit and secure a carnival company to operate during the 2019 Maywood Family Fest (which requires the carnival to obtain a Village-issued carnival license and license and indemnification agreement), budget preparation and review pricing of performers with the Village to obtain more competitive prices, create a list of duties approved by the Village to be performed by the Producer, pre-event on-site set-up, event operations, post-event wind-down and removal activities, supervision and coordination of suppliers, vendors and third-party providers secured by the Producer, arrange, secure supervise all aspects of music, lights and sound production and related technical personnel and talent production/stage management/stagehand services, stage and dance floor installation and removal, prepare and issue electronic newsletter regarding Maywood Fest twice (content to be pre-approved by Village Manager), provision of twelve (12) portable restrooms (two (2) ADA compliant) and four (4) portable sinks, and solicitation of advertising sponsorships, vending opportunities and consumer awareness programming) for the Village of Maywood Family Fest (the "Production Services"), which will run from Friday, September 13, 2019 through Sunday, September 15, 2019, within Veterans Memorial Park, Maywood, Illinois (the "Maywood Fest"), subject to the terms of this Agreement; and

**WHEREAS**, the Producer agrees to provide the Production Services as set forth in this Agreement and as further described in the "Service Agreement" and its attachments prepared by the Producer, a copy of which is attached hereto as **Group Exhibit "1"**, and made a part hereof, subject to the terms of this Agreement; and

**WHEREAS**, the Producer manages an entity known as "Music Quest", which shall provide certain talent production, stage management and stagehand services for the Maywood Fest; and

**WHEREAS**, the Parties have agreed that the Village will pay the Producer a "not-to-exceed" amount of Twenty-Eight Thousand Six Hundred and No/100 Dollars (\$28,600.00) for the Production Services as well as an eighteen percent (18%) event sponsorships commission, subject to the terms set forth below; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood find that it is in the best interests of the Village and its residents to enter into this Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

1. Incorporation. Each of the Whereas paragraphs is incorporated by reference into Section 1 of this Agreement.

2. Services. The Producer shall provide the Production Services for the Maywood Fest as set forth herein, within Veterans Memorial Park, Maywood, Illinois (the "Performance Site") consistent with the special event site map to be prepared by the Village for the Maywood Fest.\

3. Fee. The Parties agree that the Village shall pay a "not-to-exceed" amount of Twenty-Eight Thousand Six Hundred and No/100 Dollars (\$28,600.00) ("Production Fee"), excluding the eighteen percent (18%) secured event sponsorships commission, to the Producer for the Production Services. Payment for the Production Services shall be made as follows:

- a. Ten Thousand and No/ 100 Dollars (\$10,000.00) (thirty-five percent (35%) of Production Fee) upon signing of this Agreement or approval and authorization by the Village Board of Trustees for Village execution of this Agreement, whichever comes later. By signing this Agreement, the Producer commits to perform the Production Services.
- b. Fifteen Thousand Seven Hundred Thirty and No/ 100 (\$15,730.00) (fifty-five percent (55%) of Production Fee) payable on September 1, 2019.
- c. Two Thousand Eight Hundred Seventy and No/ 100 Dollars (\$2,870.00) (ten percent (10%) of total payment) immediately upon conclusion of the Production Services.
- d. The Producer will receive an eighteen percent (18%) commission for any Village-approved cash sponsor(s) it secures through its own efforts for the Maywood Fest. Payment of this commission will be made within sixty (60) calendar days of the conclusion of the Maywood Fest, provided that the Producer has completed its Production Services. The Producer shall be entitled to its commission only where the Producer-secured sponsor pays the sponsorship fee to the Village and only on the actual cash sponsorship fee collected by the Village from the Producer-secured sponsor.

4. Producer Commitments. The Producer agrees that:

- a. All stage and sound equipment set-up and testing must be completed at the Performance Site no later than two (2) hours prior to the first entertainment / music performer on the each day of the Maywood Fest.
- b. All stage and sound equipment set-up must be removed no later than twenty-four (24) hours after the conclusion of the Maywood Fest.
- c. Sound engineers will be provided by Producer and available at all times during the Maywood Fest to perform sound checks with the various entertainment / music performers who will perform and shall ensure that the equipment operates properly for each entertainment / music performers.
- d. In the event that it becomes necessary to cancel a portion of the entertainment / music performer performances due to inclement weather, as determined solely by the Village, the Producer will be paid a pro-rata Production Fee for the portion of the entertainment / music performers who did not perform.
- e. The proposed date(s) and time(s) schedule for the entertainment / music performers are attached hereto as part of Group Exhibit "1" and shall be updated by the Producer and provided to the Village from time to time as additional performers are scheduled.

- f. Perform all of the Production Services described in this Agreement.

5. Independent Contractor Status. It is understood that the Producer executes this Agreement as an independent contractor and is not an employee of the Village, and the Producer shall have the exclusive control over the means, method and details of fulfilling his/her obligations to produce a live music show under this Agreement, except as otherwise set forth herein. The Producer shall not be considered as having employee status, nor shall the Village withhold any sums for the payment of income taxes or FICA taxes. As an independent contractor, it is the responsibility of the Producer to file all necessary tax returns (federal, state, county and local) and to pay all income tax, social security, and any and all other taxes due as an independent contractor in his/her profession. As an independent contractor, the Producer agrees that he/she is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the Village, and agrees not to file any such claims in the event this Agreement is terminated or if he/she is hurt performing services under this Agreement. The Producer agrees to assume all risk of death, illness and injury relative to performing any services under this Agreement. The Producer is not a Village employee for any purposes, including, but not limited to, the application of the Fair Labors Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act and the Worker's Compensation Act (820 ILCS 305/1, *et seq.*). The provisions of this paragraph applies to all of the Producer's owners, employees and agents as well as any entertainment / music performers, subcontractors, third-party vendors or third-party providers that the Producer engages to perform any activities or services for the Maywood Fest.

6. Equipment. The Producer shall provide all of his/her own equipment required to produce the performances of the entertainment / music performers, including but not limited to all equipment detailed in the Service Agreement attached hereto as part of Group Exhibit "1" and made a part hereto, and shall have sole responsibility and liability for any damage to, theft of or loss of Producer's equipment used prior to, during or after the Performance. The provisions of this paragraph apply to all of the Producer's entertainment / music performers, subcontractors, third-party vendors or third-party providers that the Producer engages to perform any activities or services for the Maywood Fest and shall be included in any contracts that the Producer enters into with them.

7. Assumption of Liability. The Producer assumes all liability for personal injuries of any kind or death that might occur while performing any Production Services or any other activities under this Agreement. The Producer assumes all liability and responsibility for their personal property while performing any Production Services or any other activities under this Agreement. The provisions of this paragraph applies to all of the Producer's owners, employees and agents as well as any entertainment / music performers, subcontractors, third-party vendors or third-party providers that the Producer engages to perform any activities or services for the Maywood Fest and shall be included in any contracts that the Producer enters into with them.

8. Indemnification; Defense; Hold Harmless. To the fullest extent permitted by law, the Producer agrees to defend, indemnify and hold harmless the Village, its appointed and elected officials, officers, past, current and future presidents and trustees, agents, engineers, attorneys, employees and volunteers (the "Village's Affiliates") against all injuries, death, losses, damages of any kind, claims, lawsuits, liabilities, judgments, costs and expenses which may be brought or are brought against the Village and the Village's Affiliates relating to or arising out of any Production Services performed by or any other acts or omissions of the Producer or its owners, employees and agents as well as any entertainment / music performers, subcontractors, third-party vendors or third-party providers that the Producer engages to perform any activities or services for the Maywood Fest under this Agreement, except to the extent that those claims, actions, lawsuits, damages, costs, expenses and liabilities arise from the willful or wanton actions of the

Village or the Village's Affiliates. The Village may choose to defend itself with its own attorneys in the event of any claim or litigation filed as a result of the acts or omissions of the Producer. The provisions of this paragraph applies to all of the Producer's owners, employees and agents as well as any entertainment / music performers, subcontractors, third-party vendors or third-party providers that the Producer engages to perform any activities or services for the Maywood Fest and shall be included in any contracts that the Producer enters into with them.

9. Insurance. During the term of this Agreement, Producer agrees to have the Village and the Village Affiliates expressly named as additional insureds on its insurance policies, in its endorsements and on its certificates that it is required to maintain for the Maywood Fest, as noted below. The Producer shall provide the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the following amounts:

- a. Comprehensive General Liability (CGL) - One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate covering liability for bodily injury, illness or death.
- b. Excess Coverage or Umbrella Coverage - One Million Dollars (\$1,000,000)
- c. Property Damage - \$500,000 per occurrence.
- d. Workers' Compensation – Statutory.

The Producer shall furnish certificates of insurance (and policies, if requested), with premiums paid in full, prior to the effective date of this Agreement, copies of which are incorporated herein by reference and made a part hereof. For any subcontractors, third-party vendors or third-party providers that the Producer engages to perform any activities or services for the Maywood Fest, the Producer shall obtain and provide the Village with certificates of insurance that provide the same minimum insurance coverages as stated above and list the Village and the Village's Affiliates as additional insureds as required herein. The Producer shall provide the Village with satisfactory proof of the above insurance requirements in the form of a certificate executed by an insurer with no less than an A rating by the most recent "AM Best Insurance Rating Guide." The Village shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld. The Producer shall also carry, during the life of this Agreement, a Worker's Compensation Insurance Policy with coverage in the statutory amount conforming to the current laws of the State of Illinois and shall furnish to the Village a Certificate of Insurance evidencing such coverage.

The Producer's policy or policies of insurance shall specifically recognize and cover the Producer's indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by the Producer shall be primary and exclusive for the Maywood Fest. The Village's insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall not contribute to or be available for use in any claims.

All Certificate(s) of Insurance shall contain the following endorsement: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) days prior written notice to the Village."

In the event of the cancellation of any insurance policy required herein, or upon the Producer's failure to procure said insurance, the Village shall have the right to immediately terminate this Agreement. The insurance coverage of the Producer shall be primary to the Village's own insurance.

The provisions of this paragraph applies to all of the Producer's entertainment / music performers, subcontractors, third-party vendors or third-party providers that the Producer engages to perform any

activities or services for the Maywood Fest and shall be included in any contracts that the Producer enters into with them.

10. Intellectual Property Rights Infringement. The Producer agrees and represents that in performing the Production Services under the terms of this Agreement, he/she is not infringing on the property right, copyright, patent right, trademark, licensing or service mark right, protected image or likeness right, or any other right of any other person and is a member in good standing of the American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc. (BMI) and/or SESAC, Inc.; and if any suit is brought, or a claim made, by anyone that anything in conjunction with the performance of the Production Services is an infringement on the property right, copyright, patent right, trademark, licensing or service mark right, protected image or likeness right or other rights, Producer will indemnify the Village and the Village Affiliates against any and all losses, damages of any kind, claims, lawsuits, liabilities, judgments, costs and expenses, including payment of defense attorney fees and any award of plaintiff attorney fees, which may be brought or are brought against the Village and the Village Affiliates relating to or arising out of such infringement. The Producer grants to the Village the limited right to use the Producer's name or any photographs, pictures and video of the Producer performing the Production Services in future advertising materials for subsequent Maywood Family Fests. The provisions of this paragraph applies to all of the Producer's entertainment / music performers, subcontractors, third-party vendors or third-party providers that the Producer engages to perform any activities or services for the Maywood Fest and shall be included in any contracts that the Producer enters into with them.

11. Cancellation. If, in the sole judgment of the Village, it becomes necessary to cancel the Production Services to protect health, life or welfare of the public, the Village's property or the property of others, or facilities become unavailable or inaccessible for reason(s) of inclement weather, fire, other acts of God, public disturbance, or similar occurrences beyond the control of the Village, then the Village may do so without liability to the Producer, except as provided for in this Agreement. If the Village is forced to cancel the Production Services due to actions of the Producer that put health, life or welfare of the public, the Village's property or the property of others at risk, then the Village shall not be obligated to pay any Fee to the Producer for the Production Services, the Producer shall be obligated to return any portion of the Production Fee already paid and the Producer shall be liable for his/her actions to the fullest extent of the law.

12. Breach; Termination. Both Parties agree that timing, schedule and professionalism are paramount to a successful special event production. In the event that the Producer is not timely in providing the Production Services, and/or fails to provide any of the equipment or personnel specified to be provided, or if the Producer arrives at the Performance Site in such a condition as to appear to the Village or Village's agent or employee to be incapable of performing the Production Services in a reasonably acceptable manner, then the Producer shall be deemed to have committed a material breach of this Agreement and the Village shall have the absolute right, in its sole discretion, to cancel the Production Services or terminate the performance of the Production Services in progress, and to refuse further payment of the Production Fee, and to recover from the Producer the Production Fee paid to date and all of its costs and expenses relating the Production Services, including but not limited to any expenses incurred in the advertising, promotion, reservation and technical rentals and set-up of equipment or facilities for the Maywood Fest and any other out-of-pocket expenses incurred by the Village, including any attorney fees and litigation expenses incurred to enforce the terms of this Agreement, as well as the right to enforce any other remedies allowed by law.

13. Crowd Control. The Village shall have the sole responsibility for and control of all crowd-control and other security operations and activities within the Performance Site and elsewhere on Village property prior to, during and after the Maywood Fest takes place on the Village's property. The Producer shall

comply with the directives of the Mayor, the Village Events Coordinator, the Village Manager, the Police Chief, any Village police officer and all of the Village's regulations, and with all federal, state and local laws, regulations and ordinances applicable to the Producer's activities and obligations under this Agreement.

14. Care, Maintenance and Restoration. The Producer shall be responsible for repairing any damage to any Village real or personal property or infrastructure (e.g., grass, streets, curbs, sidewalks, signs, utilities, etc.) (the "Village Property") caused by the Producer, its owners, employees and agents, or the Production Services or any of its subcontractors, third-party vendors or third-party providers that the Producer engages to perform any activities or services for the Maywood Fest. The Producer, at its cost, shall keep the Village Property in good condition and free from litter and other debris generated by the Production Services (and by the Producer, its employees and agents, or the Production Services or any of its subcontractors, third-party vendors or third-party providers) and shall clean up all such litter and debris from the Village Property, and repair or replace any damage to the Village Property. At the end of the Maywood Fest, the Producer, at its expense, shall return and restore the Village Property to as good condition as immediately prior to the execution of this Agreement, ordinary wear and tear excepted. The Village Manager shall direct the Producer to make such repairs and restorations as the Village deems necessary in order to restore the Village Property to its previous condition.

15. Allocation of Costs; Additional Costs. The Village shall provide or pay for only those items or services specifically indicated in this Agreement. No additional costs for items or services will be borne by the Village without its prior consent, specifically written herein or attached hereto as a rider.

16. Disputes; Negotiation; Remedies. If a dispute arises between the Parties concerning this Agreement, the Parties will first attempt to resolve the dispute by negotiation. Each Party will designate persons to negotiate on their behalf. The Party contending that a dispute exists must specifically identify in writing all issues and present it to the other Party. The Parties will meet and negotiate in an attempt to resolve the matter. If the dispute is resolved as a result of such negotiation, there must be a written determination of such resolution, and ratified by the corporate authorities of each Party, which will be binding upon the Parties. If necessary, the Parties will execute an addendum to this Agreement to confirm the dispute resolution. Each Party will bear its own costs, including attorneys' fees, incurred in all proceedings in this Section. If the Parties do not resolve the dispute through negotiation, any Party to this Agreement may pursue any other equitable or legal remedies to enforce the provisions of this Agreement. Any controversies arising between the Producer and the Village pertaining to this Agreement shall be resolved under the laws of the State of Illinois, and it is agreed by both Parties that the venue for any such dispute shall be in the Circuit Court of Cook County, Illinois. Any ambiguous language in this Agreement shall be interpreted as to its fair meaning, and not strictly for or against either Party.

17. Assignment; Authority. This Agreement is a personal contract, and the rights and interest that this Agreement accords to the Producer may not be sold, transferred, assigned, pledged, encumbered or hypothecated by them, without the Village's approval, which may be withheld in its discretion. This Agreement shall be binding upon, and inure to the benefit of, the Producer, his/her heirs, executors, administrators, representatives, successors, transferees and assigns, and the Village and its former, current and future elected and appointed officers, officials, trustees, agents, transferees, assigns and successors-in-interest. The Parties warrant and represent that the execution, delivery of and performance under this Agreement is pursuant to authority, validly and duly conferred upon the Parties and the signatories hereto.

18. Severability. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in effect.

19. Execution; Effective Date. This Agreement may be executed and all of the counterparts can be combined to create one original. This Agreement and any of the counterparts can be executed by the signatories and the executed signature pages can be exchanged via facsimile or email with the originals being forwarded to the respective Parties via U.S. Mail. Thus exchanging the executed signature pages via facsimile or email is an accepted method of finalizing the approval of this Agreement. This Agreement shall be effective on the last date executed by the Parties as shown below.

20. Compliance With Laws. The Producer and its owners, officers, employees and agents shall comply with all applicable federal, state and local laws and any federal or state administrative rules and regulations in carrying out the terms and conditions of this Agreement, including the following:

- a. Non-Discrimination. The Producer and its owners, officers, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). The Producer certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. The Producer certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Admin. Code 750.160).
- b. Conflict of Interest. The Producer represents and certifies that, to the best of his/her/its own respective knowledge: (1) no owners, officers, employees and agents of the Producer are interested in the business of the Village or this Agreement; (2) as of the date of this Agreement, the Producer and none of the owners, officers, employees and agents of the Producer nor any person associated with the Producer has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) the Producer and none of the owners, officers, employees and agents of the Producer nor any person associated with the Producer shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
- c. Illinois Freedom of Information Act. The definition of a public record in the Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). Consequently, the Producer must maintain and make available to the

Village, upon request, his/her/its public records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the FOIA.

21. Exhibits. In the event of any conflict or inconsistency between the terms and provisions of this Agreement and the attached Service Agreement or any Exhibits, this Agreement shall control and govern the rights and obligations of the Parties.

22. Entire Agreement. This Agreement embodies the entire agreement between the Parties hereto with respect to the subject matter contained herein and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. No change hereto may be effective without the written consent and authorization of the Parties hereto.

**IN WITNESS WHEREOF**, the undersigned have duly executed this Agreement as of the day and date written below. The date that the last of the Parties executes this Agreement shall be inserted on page 1 of this Agreement.

We, the undersigned, acknowledge that each of us has read the foregoing terms and that, at the time we signed below, each of us had a full and complete understanding of the purposes for which this Agreement was made, and we further state that our signatures below represent that we have voluntarily and willingly signed this Agreement fully conversant with and understanding each of its terms.

**VILLAGE OF MAYWOOD**

**CRSEM, LLC**

By: \_\_\_\_\_  
Edwenna Perkins  
Village President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_  
Viola Mims, Village Clerk

Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_

Group Exhibit "1"

**RIDER AND SERVICE AGREEMENT**

**ADDITIONAL TERMS AND CONDITIONS**

**1. TRANSPORTATION AND LODGING**

Producer, at its own cost, shall provide its own transportation, hotel reservations, meals and ground transportation.

**2. SECURITY**

The Village agrees to provide Maywood police officers to provide security at the stage immediately prior to, during and immediately after the Performance.

**3. EQUIPMENT REQUIREMENTS** to be provided by the Producer, at its own cost:

See Attached Invoice for Services and Equipment to Be Provided.

**5. PROMOTION AND ADVERTISING**

The Village shall have final approval of all advertising and promotion materials relating to the Maywood Fest and shall have final approval of any advertising and promotional materials that the Producer desires to display or handout immediately prior to, during or after the Production Services. Any such materials shall be removed by the Producer at the conclusion of the Performance.

**6. SERVICE AGREEMENT**

See, Service Agreement provided by CRSEM, LLC (5 pages in total – including its Exhibit "A", Maywood Festival Project Expenses and the following invoices: Invoice dated May 7, 2019 from Gus Redmond (\$3,000.00) and Combined Invoice from Gus Redmond (\$11,000.00) for services and fees covered in other attached Invoices, Invoice from Total Eclypze Soundz dated 4/4/2019 (\$4,500.00) and the Chi-Lites Engagement Contract (\$6,500.00).



**TEMPLATE 7-28-2021  
ENTERTAINMENT AND MUSIC PERFORMER AGREEMENT  
FOR 2021 MAYWOOD FEST**

( \_\_\_ d/b/a \_\_\_ )

This Agreement is made and entered into this \_\_\_ day of \_\_\_, 2021, by and between the Village of Maywood, a home rule Illinois municipal corporation (hereinafter referred to as "Village") and \_\_\_\_\_ d/b/a \_\_\_\_\_, a musical group (the "Artist"). The Village and the Artist shall individually be referred to as a "Party" and collectively be referred to as the "Parties."

**WITNESSETH**

**WHEREAS**, the President and Board of Trustees of the Village of Maywood (or "Corporate Authorities") desire to retain the entertainment and music performer services of the Artist to headline and appear at the 2021 Maywood Fest ("Maywood Fest") in Veterans Memorial Park, Maywood, Illinois, and perform a live music show during the dates and times set forth below, subject to the terms of this Agreement; and

**WHEREAS**, the Artist agrees to appear at the 2021 Maywood Fest and perform a live music show during the date(s) and time(s) set forth below (the "Performance"), subject to the terms of this Agreement; and

**WHEREAS**, the Parties have agreed that the Village will pay the Artist a "not-to-exceed" performance fee for the Performance, subject to the terms set forth below; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood find that it is in the best interests of the Village and its residents to enter into this Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

1. **Incorporation**. Each of the Whereas paragraphs is incorporated by reference into Section 1 of this Agreement.

2. **Services**. The Artist shall perform as a live music act for a period of one (1.0) hour at the 2021 Maywood Fest on **Friday, September 10, 2021 / Saturday, September 11, 2021 / Sunday, September 12, 2021** (the "Performance Date") in Veterans Memorial Park, Maywood, Illinois (the "Performance Site"), from \_\_\_ a.m. / p.m. to \_\_\_ a.m. / p.m. (the "Performance Hours"). Attached to this Agreement is the Artist's Proposal and the Rider, copies of which are attached hereto as **Group Exhibit "A"** and made a part hereof. This Agreement governs the contractual arrangement of the Parties and controls over any conflict or inconsistency between terms set forth in the Artist's Proposal and this Agreement.

3. **Fee**. The Village agrees to pay the "not-to-exceed" sum of \_\_\_ **Thousand** \_\_\_ **Hundred and No/100 Dollars (\$\_\_\_\_.00)** ("**Performance Fee**") to the Artist for the Performance. Payment for the Performance shall be made by certified check, money order or bank draft as follows:

- a. \_\_\_\_\_ **and No/ 100 Dollars (\$\_\_\_\_.00)** (fifty percent (50%) of total payment) upon signing of this Agreement. By signing this Agreement, the Artist is committing to perform its/his/her live music show on the Performance Date at the Performance Site; and
- b. \_\_\_\_\_ **and No/ 100 Dollars (\$\_\_\_\_.00)** (fifty percent (50%) of total payment) immediately upon conclusion of the Performance. **STRIKEOUT IF NOT APPLICABLE**

4. Artist and Village Commitments. The Artist agrees that:
- a. The Artist and all accompanying personnel must arrive at the stage at the Performance Site no later than sixty (60) minutes prior to the Performance start time.
  - b. A sound check will be conducted no later than twenty (20) minutes prior to the Performance start time.
  - c. The Artist will begin the Performance at the agreed upon start time.
  - d. No breaks will be allowed.
  - e. Duration of the Performance: one (1) hour.
  - f. In the event that it becomes necessary to cancel the Performance due to inclement weather prior to the Performance Date, as determined solely by the Village, the Artist will be paid one-half (1/2) of the agreed upon Performance Fee set forth above.
  - g. In the event that it becomes necessary to cancel the Performance due to inclement weather occurring on the Performance Date or during the Performance, as determined solely by the Village, the Artist will be paid the full agreed upon Performance Fee by the Village.

5. Independent Contractor Status. It is understood that the Artist executes this Agreement as an independent contractor and is not an employee of the Village, and the Artist shall have the exclusive control over the means, method and details of fulfilling its/his/her obligations to perform a live music show under this Agreement, except as otherwise set forth herein. The Artist shall not be considered as having employee status, nor shall the Village withhold any sums for the payment of income taxes or FICA taxes. As an independent contractor, it is the responsibility of the Artist to file all necessary tax returns (federal, state, county and local) and to pay all income tax, social security, and any and all other taxes due as an independent contractor in its/his/her profession. As an independent contractor, the Artist agrees that it/he/she is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the Village, and agrees not to file any such claims in the event this Agreement is terminated or if it/he/she is hurt performing any services under this Agreement. The Artist agrees to assume all risk of death, illness and injury relative to performing any services under this Agreement. The Artist is not a Village employee for any purposes, including, but not limited to, the application of the Fair Labors Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act and the Worker's Compensation Act (820 ILCS 305/1, *et seq.*). The provisions of this paragraph applies to all owners, employees and agents of the Artist as well as any entertainment / music performers associated with the Artist, its/his/her subcontractors, third-party vendors or third-party providers that the Artist engages to perform any activities or services under this Agreement for the Artist at the Maywood Fest.

6. Equipment. The Artist shall provide all of its/his/her own equipment required for the Performance and shall have sole responsibility and liability for any damage to, theft of or loss of Artist's equipment used prior to, during or after the Performance. The provisions of this paragraph applies to all owners, employees and agents of the Artist as well as any entertainment / music performers associated with the Artist, its/his/her subcontractors, third-party vendors or third-party providers that the Artist engages to perform any activities or services under this Agreement for the Artist at the Maywood Fest.

7. Assumption of Liability. The Artist assumes all liability for personal injuries of any kind or death that might occur while performing any services under this Agreement. The Artist assumes all liability and responsibility for its/his/her personal property while performing any services under this Agreement. The provisions of this paragraph applies to all owners, employees and agents of the Artist as well as any entertainment / music performers associated with the Artist, its/his/her subcontractors, third-party

vendors or third-party providers that the Artist engages to perform any activities or services under this Agreement for the Artist at the Maywood Fest.

8. Indemnification; Defense; Hold Harmless. To the fullest extent permitted by law, the Artist agrees to defend, indemnify and hold harmless the Village, and its appointed and elected officials, officers, past, current and future presidents and trustees, agents, engineers, attorneys, employees and volunteers (the "Village's Affiliates") against all injuries, death, losses, damages of any kind, claims, lawsuits, liabilities, judgments, costs and expenses which may be brought or are brought against the Village and the Village's Affiliates relating to or arising out of any services performed by or other acts or omissions of the Artist or any owners, employees and agents of the Artist as well as any entertainment / music performers associated with the Artist, its/his/her subcontractors, third-party vendors or third-party providers that the Artist engages to perform any activities or services under this Agreement, except to the extent that those claims, actions, lawsuits, damages, costs, expenses and liabilities arise from the willful or wanton actions of the Village or the Village's Affiliates. The Village may choose to defend itself with its own attorneys in the event of any claim or litigation filed as a result of the acts or omissions of the Artist. The provisions of this paragraph applies to all owners, employees and agents of the Artist as well as any entertainment / music performers associated with the Artist, its/his/her subcontractors, third-party vendors or third-party providers that the Artist engages to perform any activities or services under this Agreement for the Artist at the Maywood Fest.

9. Intellectual Property Rights Infringement. The Artist agrees and represents that, in performing its/his/her live music show under the terms of this Agreement, it/he/she is not infringing on the property right, copyright, patent right, trademark or service mark right, protected image or likeness right, or any other right of any other person and is a member in good standing of the American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc. (BMI) and/or SESAC, Inc.; and if any suit is brought or a claim made by anyone that anything in conjunction with the ownership or the presentation of said Performance or appearance is an infringement on the property right, copyright, patent right, trademark or service mark right, protected image or likeness right or other rights, the Artist will indemnify the Village and the Village's Affiliates against any and all losses, damages of any kind, claims, lawsuits, liabilities, judgments, costs and expenses, including payment of defense attorney fees and any award of plaintiff attorney fees, which may be brought or are brought against the Village and the Village's Affiliates relating to or arising out of such infringement. The Artist grants to the Village the limited right to use the Artist's name, the music band's name or any photographs, pictures and video of the Performance and of the Artist in future advertising materials for subsequent Maywood Fests. The provisions of this paragraph applies to all owners, employees and agents of the Artist as well as any entertainment / music performers associated with the Artist, its/his/her subcontractors, third-party vendors or third-party providers that the Artist engages to perform any activities or services under this Agreement for the Artist at the Maywood Fest.

10. Cancellation. If, in the sole judgment of the Village, it becomes necessary to cancel the Performance to protect the health, life or welfare of the public, the Village's property or the property of others, or facilities become unavailable or inaccessible for reason(s) of inclement weather, fire, other acts of God, public disturbance, or similar occurrences beyond the control of the Village, then the Village may do so without liability to the Artist, except as provided for in this Agreement. If the Village is forced to cancel the Performance due to actions of the Artist that put health, life or welfare of the public, the Village's property or the property of others at risk, then the Village shall not be obligated to pay any Performance Fee to the Artist for the Performance, the Artist shall be obligated to return any portion of the Performance Fee already paid, and the Artist shall be liable for its/his/her actions to the fullest extent of the law.

11. Breach; Termination. Both Parties agree that timing, schedule and professionalism are paramount to a successful Performance. In the event that the Artist is not ready to perform at the start

time, or if any performing member(s) is/are not present, or if the Artist arrives at the Performance Site in such a condition as to appear to the Village or Village's agent or employee to be incapable of performing in a reasonably acceptable manner, then the Artist shall be deemed to have committed a material breach of this Agreement and the Village shall have the absolute right, in its sole discretion, to cancel the Performance or terminate the Performance in progress, and to refuse further payment of the Performance Fee, and to recover from the Artist the Performance Fee paid to date and all of its costs and expenses relating to the Performance, including but not limited to any expenses incurred in the advertising, promotion, reservation, and technical rentals and set-up of equipment or facilities for the Performance and any other out-of-pocket expenses incurred by the Village, including any attorneys' fees and litigation expenses incurred to enforce the terms of this Agreement, as well as the right to enforce any other remedies allowed by law.

12. Crowd Control. The Village shall have the sole responsibility for and control of all crowd-control and other security operations and activities within the Performance Site and elsewhere on Village property prior to, during and after the Performance takes place on the Village's property. The Artist shall comply with the directives of the Mayor, the Village Events Coordinator, the Village Manager, the Police Chief, any Village police officer and all of the Village's regulations, and with all federal, state and local laws, regulations and ordinances applicable to the Artist's activities and obligations under this Agreement.

13. Care, Maintenance and Restoration. The Artist shall be responsible for repairing any damage to any Village real or personal property or infrastructure (e.g., grass, streets, curbs, sidewalks, signs, utilities, etc.) (the "Village Property") caused by the Artist, its owners, employees and agents, or the Production Services or any of its subcontractors, third-party vendors or third-party providers that the Artist engages to perform any activities or services for the Maywood Fest.

14. Allocation of Costs; Additional Costs. The Village shall provide or pay for only those items or services specifically indicated in this Agreement. No additional costs for items or services will be borne by the Village without its prior consent, specifically written herein or attached hereto as a rider.

15. Disputes; Negotiation; Remedies. If a dispute arises between the Parties concerning this Agreement, the Parties will first attempt to resolve the dispute by negotiation. Each Party will designate persons to negotiate on their behalf. The Party contending that a dispute exists must specifically identify in writing all issues and present it to the other Party. The Parties will meet and negotiate in an attempt to resolve the matter. If the dispute is resolved as a result of such negotiation, there must be a written determination of such resolution, and ratified by the corporate authorities of each Party, which will be binding upon the Parties. If necessary, the Parties will execute an addendum to this Agreement to confirm the dispute resolution. Each Party will bear its own costs, including attorneys' fees, incurred in all proceedings in this Section. If the Parties do not resolve the dispute through negotiation, either Party to this Agreement may pursue any other equitable or legal remedies to enforce the provisions of this Agreement. Any controversies arising between the Artist and the Village pertaining to this Agreement shall be resolved under the laws of the State of Illinois, and it is agreed by both Parties that the venue for any such dispute shall be in the Circuit Court of Cook County, Illinois. Any ambiguous language in this Agreement shall be interpreted as to its fair meaning, and not strictly for or against either Party.

16. Assignment; Authority. This Agreement is a personal contract, and the rights and interest that this Agreement accords to the Artist may not be sold, transferred, assigned, pledged, encumbered or hypothecated by them, without the Village's approval, which may be withheld in its discretion. This Agreement shall be binding upon, and inure to the benefit of, the Artist, its/his/her heirs, executors, administrators, representatives, successors, transferees and assigns, and the Village and its former, current and future elected and appointed officers, officials, trustees, agents, transferees, assigns and successors-in-

interest. The Parties warrant and represent that the execution, delivery of and performance under this Agreement is pursuant to authority, validly and duly conferred upon the Parties and the signatories hereto.

17. Severability. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in effect.

18. Execution; Effective Date. This Agreement may be executed and all of the counterparts can be combined to create one original. This Agreement and any of the counterparts can be executed by the signatories and the executed signature pages can be exchanged via facsimile or email, with the originals being forwarded to the respective Parties via U.S. Mail. Thus exchanging the executed signature pages via facsimile or email is an accepted method of finalizing the approval of this Agreement. This Agreement shall be effective as of the last date executed by the Parties as shown below, which date shall be inserted on page 1 of this Agreement.

19. Exhibits. In the event of any conflict or inconsistency between the terms and provisions of this Agreement and the attached Artist Proposal or any Exhibits, this Agreement shall control and govern the rights and obligations of the Parties.

20. Entire Agreement. This Agreement embodies the entire agreement between the Parties hereto with respect to the subject matter contained herein, and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. No change hereto may be effective without the written consent and authorization of the Parties hereto.

**IN WITNESS WHEREOF**, the undersigned have duly executed this Agreement as of the day and date written below.

We, the undersigned, acknowledge that each of us has read the foregoing terms and that, at the time we signed below, each of us had a full and complete understanding of the purposes for which this Agreement was made, and we further state that our signatures below represent that we have voluntarily and willingly signed this Agreement fully conversant with and understanding each of its terms.

**VILLAGE OF MAYWOOD**

**ARTIST**

By: \_\_\_\_\_  
Nathaniel George Booker  
Village President

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

By: \_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_

Group Exhibit "A"

**Artist Proposal**

(attached)

**Rider**

**ADDITIONAL TERMS AND CONDITIONS:**

**1. TRANSPORTATION AND LODGING**

The Artist, at its own cost, shall provide its own transportation, hotel reservations and meals.

**2. SECURITY**

The Village agrees to provide Maywood police officers for the Artist immediately prior to, during and after the Performance at the Performance Site.

**3. TECHNICAL REQUIREMENTS** to be provided by the Artist, at its own cost, or by the Maywood Fest Producer (CRSEM, LLC d/b/a Chicago Special Events Management):

- Professional sound system including voice monitoring system DJ provided
- Professional lighting system
- Three (3) cordless microphones
- CD Data Player
- Hospitality

**4. PROMOTION AND ADVERTISING**

The Village shall have final approval of all advertising and promotional materials relating to the 2021 Maywood Fest, and shall have final approval of any advertising and promotional materials that the Artist desires to display immediately prior to, during or after the Performance. Any such materials shall be removed by the Artist at the conclusion of the Performance.

**5. RECORDING EQUIPMENT**

The Village will take reasonable actions, including the posting of signs or removal of individuals from the Performance area, to advise persons not associated with the Artist that they are not allowed to record, videotape, reproduce, transmit or disseminate the Performance in or from the place of engagement in any manner or by any means whatsoever without specified written consent by the Artist or its/his/her manager. The Village will deny entrance into the Performance area of any person carrying audio or video recording devices. The foregoing prohibition includes members of the audience, the press and staff members.



20 N. Wacker Drive, Ste 1660  
Chicago, Illinois 60606-2903  
T 312 984 6400 F 312 984 6444

15010 S. Ravinia Avenue, Ste 10  
Orland Park, Illinois 60462-5353  
T 708 349 3888 F 708 349 1506

DD 312 984 6419

mtjurusik@ktjlaw.com

**MEMORANDUM**

**TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**  
**FROM: Michael T. Jurusik**  
**DATE: July 28, 2021**  
**RE: An Ordinance Creating A New Section 130.53 (Unlawful Adult Entertainment)**

---

Per your direction, I have prepared the following document for your review and consideration at the August 3, 2021 Committee of the Whole Meeting and action at the August 17, 2021 Special Village Board Meeting:

**AN ORDINANCE CREATING A NEW SECTION 130.53 (UNLAWFUL ADULT ENTERTAINMENT) IN CHAPTER 130 (GENERAL OFFENSES; OFFENSES AGAINST PUBLIC MORALS) OF TITLE XIII (GENERAL OFFENSES) REGARDING UNLAWFUL ADULT ENTERTAINMENT**

The Ordinance amends the Maywood Village Code to create a new offense of Unlawful Adult Entertainment as follows:

“No property owner, lessee or other individual or entity shall allow, permit, approve of, host, organize or sponsor, without having obtained any required zoning and business licensing approvals, any obscene or indecent activities or entertainment, including but not limited to, any lewd or lascivious behavior, and/or nude or semi-nude entertainment, on any lot, or within any building located within the corporate boundaries of the Village. A violation of this section is deemed to constitute a public nuisance and shall result in a penalty of not less than three thousand dollars (\$3,000.00) for a first and each subsequent offense. Each day a violation occurs shall constitute a separate offense.”

The Ordinance will provide the Police Department with another tool to utilize in prosecuting the conduct of unlawful strip clubs or similar activities within the Village. Note: So that the Maywood Police Department can promptly commence local enforcement of unlawful adult entertainment, the enclosed Code Amendment Ordinance shall be effective immediately upon approval by a favorable vote of two-thirds (2/3rds) of all members of the Village Board then holding office (i.e., 5 of 7 Village Board members vote in favor of the Ordinance). If the Ordinance is approved by a simple majority vote, it will be effective ten (10) calendar days after publication in pamphlet form per 65 ILCS 5/1-2-4.

If there are any questions, please feel free to contact me.

*Mike*

Enclosure

- cc: Chasity Wells-Armstrong, Village Manager (w/ encl.)
- Gwayne Dianne Williams, Village Clerk (w/ encl.)
- Elijah Willis, Acting Chief of Police (w/ encl.)
- Angela Smith, Acting Director of Community Development (w/ encl.)
- Michael A. Marrs (w/ encl.)

**ORDINANCE NO. CO-2021-\_\_\_\_\_**

**AN ORDINANCE CREATING A NEW SECTION 130.53 (UNLAWFUL ADULT ENTERTAINMENT) IN CHAPTER 130 (GENERAL OFFENSES; OFFENSES AGAINST PUBLIC MORALS) OF TITLE XIII (GENERAL OFFENSES) REGARDING UNLAWFUL ADULT ENTERTAINMENT**

**WHEREAS**, the Village of Maywood (the “Village”) is a home rule unit pursuant to the provisions Article VII, Section 6(a) of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, Section 11-1-1 of the Illinois Municipal Code (65 ILCS 5/11-1-1) grants to municipalities the authority to pass and enforce all necessary police ordinances; and

**WHEREAS**, as a home rule unit of local government, the Village may regulate property and property owners, as well as the uses and activities that take place on properties located within the corporate boundaries of the Village; and

**WHEREAS**, the President and Board of Trustees have the statutory power to define, prohibit and abate nuisances pursuant to 65 ILCS 5/11-60-2 of the Illinois Municipal Code, as from time to time supplemented and amended; and

**WHEREAS**, the definition, prohibition and abatement of public nuisances pertain to the government and affairs of the Village; and

**WHEREAS**, the Corporate Authorities of the Village has determined that engaging in obscene or indecent activities or entertainment, including but not limited to, any lewd or lascivious behavior, and/or nude or semi-nude entertainment, constitutes a public nuisance and is contrary to the general public health, safety, morals and welfare; and

**WHEREAS**, the President and Board of Trustees of the Village have determined that the Maywood Village Code does not presently contain adequate mechanisms to enable the Village to abate the aforementioned types activities or to deter or these activities from recurring in the future; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood therefore desire to make certain amendments to Chapter 130 (General Offenses; Offenses Against Public Morals) of Title XIII (General Offenses) of the Maywood Village Code to create the offense of Unlawful Adult Entertainment (the “Code Amendments”); and

**WHEREAS**, the Village of Maywood has the authority under Illinois law, including but not limited to 65 ILCS 5/11-60-2, to prevent and abate public nuisances, as well as the general duty and authority to exercise its police power to promote the public health, safety, and welfare; and

**WHEREAS**, the President and Board of Trustees of the Village find that it is in the best interests of the Village residents, Village property owners, business owners and the public to amend its Village Code to create the offense of Unlawful Adult Entertainment in order to provide an adequate means of abating and preventing and deterring the future occurrence of the aforementioned activities within the Village.

**BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** Each whereas paragraph set forth above is incorporated by reference into this Section 1.

**SECTION 2:** A new Section 130.53 (Unlawful Adult Entertainment) is added to Chapter 130 (General Offenses; Offenses Against Public Morals) in Title XIII (General Offenses) of the Maywood Village Code, as amended, to read in its entirety as follows:

**§ 130.53 UNLAWFUL ADULT ENTERTAINMENT.**

No property owner, lessee or other individual or entity shall allow, permit, approve of, host, organize or sponsor, without having obtained any required zoning and business licensing approvals, any obscene or indecent activities or entertainment, including but not limited to, any lewd or lascivious behavior, and/or nude or semi-nude entertainment, on any lot, or within any building located within the corporate boundaries of the Village. A violation of this section is deemed to constitute a public nuisance and shall result in a penalty of not less than three thousand dollars (\$3,000.00) for a first and each subsequent offense. Each day a violation occurs shall constitute a separate offense.

**SECTION 3:** All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

**SECTION 4:** Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

**SECTION 5:** All table of contents, indexes, and internal references or cross-references to sections that have been deleted or amended by the Code amendments set forth above shall be amended so as to be consistent with the terms of this Ordinance.

**SECTION 6:** Except as to the Code amendments set forth above in this Ordinance, all Chapters and Sections of the Maywood Village Code, as amended, shall remain in full force and effect.

**SECTION 7:** That this Ordinance shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as provided by law.

**ADOPTED** this \_\_\_ day of August, 2021, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by me this \_\_\_ day of August, 2021 and attested by the Village Clerk that same day.

\_\_\_\_\_  
Nathaniel George Booker, Village President

**ATTEST:**

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

Published by me in pamphlet form this \_\_\_ day of August, 2021.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certifies that the attached document is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

**ORDINANCE NO. CO-2021 - \_\_\_\_\_**

**AN ORDINANCE CREATING A NEW SECTION 130.53 (UNLAWFUL ADULT ENTERTAINMENT) IN  
CHAPTER 130 (GENERAL OFFENSES; OFFENSES AGAINST PUBLIC MORALS) OF TITLE XIII  
(GENERAL OFFENSES) REGARDING UNLAWFUL ADULT ENTERTAINMENT**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the \_\_\_ day of August, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the \_\_\_ day of August, 2021.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this \_\_\_ day of August, 2021.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

[SEAL]

**MEMORANDUM**

**TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**

**FROM: Michael T. Jurusik**

**DATE: July 28, 2021**

**RE: Employment Agreement with Severance Benefit for Fire Chief Craig Bronaugh**  
**Employment Agreement with Severance Benefit for Finance Director Lanya Satchell**

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Per the direction of Village Manager Chasity Wells-Armstrong, I have enclosed the following documents for review and consideration at the August 3, 2021 Committee of the Whole Meeting and action at the August 17, 2021 Special Village Board Meeting:

1. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT FOR THE POSITION OF FIRE CHIEF (CRAIG BRONAUGH) , with a copy of the Employment Agreement attached as Exhibit "A"
2. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT FOR THE POSITION OF FINANCE DIRECTOR (LANYA SATCHELL), with a copy of the Employment Agreement attached as Exhibit "A"
3. NOTICE OF POSTING IN COMPLIANCE WITH SECTION 7.3 OF THE ILLINOIS OPEN MEETINGS ACT (5 ILCS 120/7.3) (Village Employees With Total Compensation Packages of \$150,000+ per year)

NOTE: Per Section 7.3 of the Illinois Open Meetings Act (5 ILCS 120/7.3) (Village Employees With Total Compensation Packages of \$150,000+ per year), at least six (6) days before an employer participating in the Illinois Municipal Retirement Fund approves an employee's total compensation package that is equal to or in excess of \$150,000 per year, the employer must post on its website the total compensation package for that employee. The required Notice will be posted at Village Hall and on the Village website at least six (6) days prior to the August 17, 2021 Village Board Meeting at which the enclosed Employment Agreements are voted on. Based on their total compensation packages (which include payment of family health insurance coverage), Fire Chief Craig Bronaugh And Finance Director Lanya Satchell have been added to the Notice.

The enclosed Employment Agreements are based the template used for the Village Manager position and the Police Chief position. The Village Board has the authority to approve employment agreements to certain Village employees per Section 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7) (...the corporate authorities ... may make contracts for a term exceeding one year and not exceeding the term of the mayor or president holding office at the time the contract is executed, relating to: (1) the employment of a municipal manager, administrator, engineer, health officer, land planner, finance director, attorney, police chief or other officer who requires technical training or knowledge; (2) the employment of outside professional consultants such as engineers, doctors, land planners, auditors, attorneys or other professional consultants who require technical training or knowledge; ... In such case the corporate authorities shall include in the annual appropriation ordinance for each fiscal year, an

appropriation of a sum of money sufficient to pay the amount which, by the terms of the contract, is to become due and payable during the current fiscal year.”)

Both Fire Chief Craig Bronaugh and Finance Director Lanya Satchell are appointed and removed from their positions by the Village Manager pursuant to the appointment / removal authority given to the Village Manager under Section 30.04 (Village Manager) of the Maywood Village Code and Section 5-3-7 and other applicable State laws (i.e., Section 10-2.1-4 of the Illinois Municipal Code (65 ILCS 5/5-3-7 and 65 ILCS 5/10-2.1-4)). Director Satchell is a true “at-will” employee, and, if terminated by the Village Manager, her employment will end without input or approval of the Village Board.

Fire Chief Bronaugh is not a true “at-will” employee for the following reasons: While the Village Manager has the authority to remove (terminate) Craig Bronaugh from his position of Maywood Fire Chief, state law requires that the Village Manager file written reasons for the removal (termination) and a majority of the Corporate Authorities must vote to confirm the removal (termination). Also, if Mr. Bronaugh is removed from the position of Fire Chief, since he is a sworn firefighter who was hired through the Maywood Board of Fire and Police Commission process, he will automatically revert to the employment position of Fire Captain. To be involuntarily terminated from the position of Fire Captain requires a finding of Cause (as defined in the Employment Agreement and in the Rules of the Board of Fire and Police Commission) by the Maywood Board of Fire and Police Commission after a disciplinary hearing is conducted based on a set of charges or a complaint filed against Mr. Bronaugh.

The key provisions of both the Agreement are as follows:

- SECTION 2: SERVICES AND DUTIES. Standard Village provision.
- SECTION 3: “AT-WILL” EMPLOYMENT RELATIONSHIP. Standard Village provision.
- SECTION 4: TERM AND EFFECTIVE DATE. One (1) year term.
- SECTION 5: TERMINATION AND SEVERANCE PAY. Six (6) weeks of then-current current salary (“Severance Benefit Payment”). The Severance Benefit Payment is not paid if the employee is terminated for “Cause”, the term of the Agreement expires or the employee voluntarily retires or resigns.
- SECTION 6: COMPENSATION. Current salary and employment benefits stated.
- SECTION 7: TRAINING AND PROFESSIONAL DEVELOPMENT. Standard Village provision with \$2,000.00 per year allowance.
- SECTION 8: UNIFORM AND EQUIPMENT. Standard Village provision with \$800.00 per year allowance.
- SECTION 9: ASSIGNED VEHICLE. Applies only to Fire Chief Bronaugh.
- SECTION 10: DEFERRED COMPENSATION. Standard Village provision; No deferred compensation contribution amount is identified. Any decision to make a deferred compensation contribution is subject to the VILLAGE'S annual budget constraints as determined in the Corporate Authorities' sole discretion.
- SECTION 11: RESIDENCY. Standard Village provision.
- SECTION 12: INDEMNIFICATION; INSURANCE. Standard Village provision.
- SECTION 13: RETURN OF AND ACCESS TO VILLAGE'S PROPERTY. Standard Village provision.
- SECTION 14: EXCLUSIVITY AND DUTY OF LOYALTY; LIMITED OUTSIDE ACTIVITIES. Standard Village provision.
- SECTION 15: CONFIDENTIALITY. Standard Village provision.
- SECTION 16: TAXES. Standard Village provision.

- SECTIONS 17 TO 27: MISCELLANEOUS PROVISIONS. Standard Village provision.

Note: Section 8 (Uniform and Equipment) and Section 9 (Assigned Vehicle) in Fire Chief Bronaugh's Agreement are modified to read "RESERVED" in Finance Director Satchell's Agreement as her position does not get those benefits.

If there are any questions, feel free to contact me.

*Mike*

Enclosures

cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)  
Chasity Wells-Armstrong, Village Manager (w/ encls.)  
Lanya Satchell, Finance Director (w/ encls.)  
James Ellexson, Interim Human Resources Coordinator (w/ encls.)  
Michael A. Marrs, KTJ (w/ encls.).



RESOLUTION NO. R-2021-\_\_\_\_\_

**A RESOLUTION APPROVING AND AUTHORIZING  
THE EXECUTION OF AN EMPLOYMENT AGREEMENT  
FOR THE POSITION OF MAYWOOD FIRE CHIEF  
(Craig Bronaugh)**

**WHEREAS**, the President and Board of Trustees of the Village of Maywood ("Village") desire to provide a certain salary and an expanded employment benefits package, in the form of a severance benefit, to continue to retain the services of Craig Bronaugh (hereinafter called "Bronaugh"), to serve as the Fire Chief of the Village of Maywood Fire Department (the "Maywood Fire Department") and to oversee the operations of the Fire Department and for Bronaugh to perform all of the customary duties of the Maywood Fire Chief in accordance with the applicable provisions of the Maywood Village Code, subject to the provisions set forth in the attached Employment Agreement, which is marked as Exhibit "A" and made a part hereof; and

**WHEREAS**, Bronaugh desires to continue to work as the Maywood Fire Chief and agrees to perform all of the customary duties of Village Fire Chief in accordance with the applicable provisions of the Maywood Village Code and the attached Employment Agreement; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood, as corporate authorities of an Illinois home rule municipal corporation, have the authority to approve and enter into the attached Employment Agreement pursuant to its home rule power, as provided by Article VII, Section 6(a) of the Illinois Constitution of 1970, and Section 30.04 (Village Manager) of the Maywood Village Code and Section 5-3-7 and Section 10-2.1-4 of the Illinois Municipal Code (65 ILCS 5/5-3-7 and 65 ILCS 5/10-2.1-4); and

**WHEREAS**, in regard to the Employment Agreement, the Village has complied with the six (6) calendar day prior posting requirement set forth in Section 7.3 to the Illinois Open Meetings Act (5 ILCS 120/7.3) that imposes a duty on all municipal employers who participate in the Illinois Municipal Retirement Fund ("IMRF") to post on its website or in the Village Hall the total compensation packages of employees whose total compensation packages are equal to or in excess of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) per year; and

**WHEREAS**, the President and Board of Trustees have determined that it is in the best interests of the Village to authorize the approval and execution of the attached Employment Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

**SECTION 2:** Pursuant to the Village's home rule powers, as provided by Article VII, Section 6(a) of the Illinois Constitution of 1970, and the applicable provisions of Section 30.04 (Village Manager) of the Maywood Village Code and Section 5-3-7 and Section 10-2.1-4 of the Illinois Municipal Code (65 ILCS 5/5-3-7 and 65 ILCS 5/10-2.1-4), the President and Board of Trustees authorize the approval and execution of the attached Employment Agreement for purposes of providing a certain salary and an

expanded employment benefits package, in the form of a severance benefit, to continue to retain the services of Craig Bronaugh to serve as the Maywood Fire Chief and to oversee the operations of the Fire Department and for Craig Bronaugh to perform all of the customary duties of a Fire Chief in accordance with the applicable provisions of the Maywood Village Code, subject to the provisions set forth in the attached Employment Agreement. The Village President and Village Clerk, or their designees, are authorized and directed to execute and deliver the final version of the attached Employment Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The Employment Agreement is attached hereto as Exhibit "A" and made a part hereof.

**SECTION 3:** The President and Board of Trustees further authorize and direct the Village President, the Village Manager, the Village Finance Director and the Human Resources Director, or their designees, to execute such other documents as are necessary to fulfill the Village's obligations under the Employment Agreement, and to pay all budgeted and appropriated costs that are necessary to fulfill the Village's obligations under the Employment Agreement.

**SECTION 4:** This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this 17th day of August, 2021, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** this 17th day of August, 2021, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

\_\_\_\_\_  
Nathaniel George Booker, Village President

**ATTEST:**

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

**Exhibit "A"**

**Employment Agreement  
For The Position Of Maywood Fire Chief  
(Craig Bronaugh)**

(attached)

**EMPLOYMENT AGREEMENT FOR  
THE POSITION OF MAYWOOD FIRE CHIEF  
(Craig Bronaugh)**

**THIS AGREEMENT**, made and entered into this \_\_\_ day of \_\_\_\_\_, 2021, by and between the Village of Maywood, an Illinois municipal corporation (hereinafter called "VILLAGE" or the "Corporate Authorities"), and Craig Bronaugh (hereinafter called "BRONAUGH"), both Parties agreeing as follows:

**WHEREAS**, the Village President and Board of Trustees (the "Corporate Authorities") desire to provide a certain salary and an expanded employment benefits package, in the form of a severance benefit, to continue to retain the services of BRONAUGH to serve as the Fire Chief of the Village of Maywood Fire Department (the "Maywood Fire Department") and for BRONAUGH to perform all of the customary duties of the Maywood Fire Chief in accordance with the applicable provisions of the Maywood Village Code, subject to the provisions set forth in this Agreement; and

**WHEREAS**, BRONAUGH desires to continue to serve as the Fire Chief of the Maywood Fire Department, states that he is qualified and capable of performing the duties and responsibilities of Fire Chief, and agrees to use his best efforts, skills, abilities and training to perform all of the customary duties of the Fire Chief in accordance with the applicable provisions of the Maywood Village Code, subject to the provisions set forth in this Agreement; and

**WHEREAS**, the Parties agree that the new severance benefit set forth below in Section 5 of this Agreement is additional, adequate consideration for entering into this Agreement; and

**WHEREAS**, the Corporate Authorities and BRONAUGH agree that BRONAUGH was been appointed by the Village Manager pursuant to the appointment authority given to the Village Manager under Section 30.04 (Village Manager) of the Maywood Village Code and Section 5-3-7 and Section 10-2.1-4 of the Illinois Municipal Code (65 ILCS 5/5-3-7 and 65 ILCS 5/10-2.1-4) and that the Village Manager has the authority to remove (terminate) BRONAUGH from his position of Maywood Fire Chief, but only after the Village Manager files written reasons for the removal (termination) and a majority of the Corporate Authorities vote to confirm the removal (termination). BRONAUGH accepted Manager Barlow's offer of employment on December 2012 and commenced working as the Maywood Fire Chief in December 2012. If BRONAUGH is removed from the position of Fire Chief, since he is a sworn firefighter who was hired through the Maywood Board of Fire and Police Commission process, he will automatically revert to the employment position of Fire Captain. To be involuntarily terminated from the position of Fire Captain requires a finding of Cause (as defined below and in the Rules of the Board of Fire and Police Commission) by the Maywood Board of Fire and Police Commission after a disciplinary hearing is conducted based on a set of charges or a complaint filed against BRONAUGH; and

**WHEREAS**, the VILLAGE, as a home rule Illinois municipal corporation, has the authority to enter into this Agreement pursuant to its home rule powers and Section 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7).

**NOW, THEREFORE, IN CONSIDERATION OF** the payment of money, and the making of the mutual covenants and promises set forth below, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. **INCORPORATION.** The statements set forth in each Whereas paragraph above are incorporated into this Section 1 as if fully set forth and shall be material terms of this Agreement.

2. **SERVICES AND DUTIES.** The VILLAGE agrees to continue to utilize the skills, services and experience of BRONAUGH as the Fire Chief of the Maywood Fire Department. BRONAUGH agrees to continue to serve as the Fire Chief of the Maywood Fire Department and perform all of the customary duties of a Fire Chief as required by the Maywood Village Code and applicable laws, including but not limited to directing and managing the day to day operation of the Fire Department, the implementation, oversight and enforcement of applicable statutes, ordinances, rules, regulations, and general orders and any other programs or initiatives as directed by the Village Manager or as adopted by ordinance or resolution by the Village President and Board of Trustees, initiating and pursuing appropriate disciplinary actions and proceedings in regard to Fire Department personnel, attending all Village Board meetings and other commission, committee and board meetings directed by the Village Manager, working with the Village Manager and the Finance Director to prepare an annual budget and budget amendment requests for the Fire Department, working with the Grant Administrator (or any Village employee charged with grant writing) to petition for grant funding, and performing any additional tasks or services within the scope of the duties of the Fire Chief as directed by the Village Manager, subject to the provisions contained in this Agreement.

3. **"AT-WILL" EMPLOYMENT RELATIONSHIP.** BRONAUGH agrees that his employment position of Fire Chief under this Agreement with the VILLAGE is an "at-will" employment position and an "at-will" employment relationship only exists relative to the position of Fire Chief, and that the Village Manager may remove and terminate BRONAUGH from the position of Fire Chief and terminate this Agreement at any time and for any reason, provided that the Manager files written reasons for the removal and termination and a majority of the Corporate Authorities vote to confirm the removal and termination of BRONAUGH and this Agreement. BRONAUGH agrees and understands that he does not have the right to receive any type of progressive discipline prior to the termination of his employment position as Fire Chief or this Agreement and he waives any and all claims to a contract right of employment having been created by this Agreement or any Village Code provision or by the Village's Personnel Policy Manual or any state law. Nothing in this Agreement or the Village Code or the Village's Personnel Policy Manual shall prevent, limit or otherwise interfere with the rights of the Village Manager to terminate the employment of BRONAUGH at any time, subject only to the provisions set forth herein. Nothing in this Agreement or the Village Code or the Village's Personnel Policy Manual shall prevent, limit or otherwise interfere with the right of BRONAUGH to terminate his employment with the VILLAGE by resigning at any time from his position as Fire Chief, subject only to the provisions herein. The Parties recognize that the hiring and removal or termination of BRONAUGH as Fire Chief is subject to Section 5-3-7 and Section 10-2.1-4 of the Illinois Municipal Code (65 ILCS 5/5-3-7 and 65 ILCS 5/10-2.1-4), and, therefore, his position of Fire Chief is not subject to the disciplinary process set forth in the Board of Fire and Police Commissioners Act (See, 65 ILCS 5/10-2.1-17). However, as a sworn firefighter, any termination of BRONAUGH from his current sworn rank of Fire Captain shall be based on Cause and shall be subject to the disciplinary process set forth in the Board of Fire and Police Commissioners Act (See, 65 ILCS 5/10-2.1-17) or the applicable collective bargaining agreement.

4. **TERM AND EFFECTIVE DATE.** Per Section 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7), this Agreement shall become effective immediately upon approval and execution by both Parties ("Effective Date" shall be the date that the last signatory executes this Agreement), and the duration of the Agreement, unless terminated earlier by mutual consent or by either Party, shall extend from the Effective Date to 7:00 p.m. on August 31, 2022 (the "Initial Term"). Pursuant to 65 ILCS 5/8-1-

7(b), this Agreement may be extended beyond the Initial Term for an additional time period, but the term of any approved extension (or addendum) cannot extend beyond the expiration of the current term of Mayor Nathaniel George Booker, which expires in May 2025. To the extent that BRONAUGH continues to serve and perform the duties of Fire Chief after the expiration of the Initial Term of this Agreement or any extended term, the VILLAGE agrees to compensate BRONAUGH at his then-current salary and to continue to provide Employment Benefits (as defined below), including the accrual of such Employee Benefits, in accordance with the terms, provisions and conditions of this Agreement, as amended, on a pro-rated 365-day basis; but BRONAUGH shall not be entitled to any Severance Benefit (as defined below), unless approved by the Corporate Authorities, in their sole discretion, and only in the event that BRONAUGH signs the Severance Agreement in the form substantially consistent with the document attached as Exhibit "1" to this Agreement.

5. **TERMINATION AND SEVERANCE.** In the event BRONAUGH is removed from the position of Fire Chief by the Village Manager without Cause and as part of such removal also agrees to voluntarily resign from the position of Fire Captain during the Term of this Agreement, then the VILLAGE agrees to pay BRONAUGH a severance payment on a lump sum basis equal to: six (6) weeks of his then-current salary ("Severance Benefit Payment"), plus any accrued employee benefits BRONAUGH is entitled to under this Agreement.

- A. Voluntary Resignation or Termination for Cause. In the event BRONAUGH is removed from the position of Fire Chief by the Village Manager for Cause, as defined below, BRONAUGH shall not be entitled to the Severance Benefit Payment.
- B. Expiration of Agreement; Severance. In the event that this Agreement terminates due to the expiration of its Term or BRONAUGH retires or resigns from his employment with the VILLAGE, BRONAUGH agrees that he shall not be entitled to receive the Severance Benefit Payment.
- C. Payment of Other Accrued Employment Benefits. Whether BRONAUGH is terminated without Cause or terminated for Cause or in the event the Term of the Agreement expires, BRONAUGH will be entitled to receive all unpaid, accrued employee benefits provided for under this Agreement or the Village Personnel Policy Manual.
- D. Severance Agreement and Severance Benefit Payment. In consideration for, and as a condition precedent to the payment of the Severance Benefit Payment payable under this Section 5, BRONAUGH shall be required to: (1) first execute, and not revoke his approval of, a Resignation and Severance Agreement and Release Of All Claims form, as approved by the Village Attorney with a copy of such form attached hereto, releasing the VILLAGE and its Affiliates, who are defined as past or current officers, elected or appointed officials, mayor/president, trustees, manager, employees, agents, engineers, insurers, volunteers or attorneys, from any and all causes of action, claims and demands which BRONAUGH may have against the VILLAGE and its Affiliates, and return the executed document to the VILLAGE; and (2) not file for unemployment benefits in relation to his employment with the VILLAGE. In the event BRONAUGH revokes his approval of the Resignation and Severance Agreement and Release of All Claims, BRONAUGH shall not be entitled to receive and the VILLAGE shall not be obligated to pay the Severance Benefit Payment provided for in this Section.

- E. Definition of "Cause." "Cause" is defined as (i) willful malfeasance or willful misconduct or failure to perform the duties required of BRONAUGH in connection with his employment; (ii) BRONAUGH'S gross negligence in performing any of his duties under this Agreement; (iii) BRONAUGH'S being found guilty of any felony, or BRONAUGH'S being found guilty of any misdemeanor involving dishonesty, a drug related offense or moral turpitude, or BRONAUGH'S being convicted of any other misdemeanor (i.e., with a judgment of conviction being entered rather than an order of supervision being entered), but excluding any misdemeanor or petty offense which relates to a traffic violation (other than a misdemeanor DUI while operating a Village-owned vehicle) or infraction; (iv) BRONAUGH'S willful breach of any written policy applicable to all employees adopted by BRONAUGH, the Village Manager or the Village Board; (v) any acts or omissions defined to be "Cause" as set forth in the Maywood Board of Fire and Police Commission Rules and Regulations; or (vi) material breach by BRONAUGH of any of the terms of this Agreement.
- F. Discipline. For purposes of this Agreement, the VILLAGE and BRONAUGH agree that Subsection 4.3 (Disciplinary Procedures) and Subsection 5.2 (Appeals from Disciplinary Action) of the Village's Personnel Policy Manual, as amended, shall apply to BRONAUGH for any discipline action imposed on him that is less than termination. Discipline does not need to be progressive. All discipline actions in regard to BRONAUGH shall be in writing and shall be delivered to BRONAUGH. Since the hiring and termination of BRONAUGH as Fire Chief is subject to Section 5-3-7 and Section 10-2.1-4 of the Illinois Municipal Code (65 ILCS 5/5-3-7 and 65 ILCS 5/10-2.1-4), his position of Fire Chief is not subject to the disciplinary process set forth in the Board of Fire and Police Commissioners Act (See, 65 ILCS 5/10-2.1-17). However, as a sworn firefighter, any termination of BRONAUGH from his current sworn rank of Fire Captain shall be based on Cause and shall be subject to the disciplinary process set forth in the Board of Fire and Police Commissioners Act (See, 65 ILCS 5/10-2.1-17) or the applicable collective bargaining agreement.

6. **COMPENSATION AND BENEFITS.** In consideration of BRONAUGH performing all of the duties required of the Fire Chief as set forth in this Agreement, the VILLAGE shall continue to pay to BRONAUGH the current salary of ONE HUNDRED THIRTY THOUSAND EIGHT HUNDRED AND THIRTY TWO AND 00/100 DOLLARS (\$130,832.00) per year, or, such sum otherwise agreed to by the Parties in writing from time to time. BRONAUGH will also be entitled to the standard employee benefits (recognized paid holidays, vacation days, sick days, life insurance, Illinois Municipal Retirement Fund contributions, health insurance, etc.) provided to the Department Heads of the VILLAGE, except as modified herein. The salary set forth above and one or more of the benefits provided to BRONAUGH may be increased or adjusted as part of the Annual Budget approval process, in the sole discretion of the Corporate Authorities, upon satisfactory performance by BRONAUGH as determined by the Village Manager with input from the Corporate Authorities.

- A. Performance Reviews. The Manager will conduct at least an annual performance review or more frequent performance reviews of BRONAUGH and will confidentially share the performance reviews with the Corporate Authorities as part of the Annual Budget process. In the event that an annual performance review is not performed or the Village Manager does not otherwise inform BRONAUGH of an adjustment (increase or decrease) to his annual salary or inform BRONAUGH that his salary is going to be kept at its current level, then his then-current salary shall remain fixed. The failure of the

Village Manager to conduct an annual performance review shall not be a breach or violation of this Agreement.

- B. Exempt Employee. BRONAUGH agrees that he is a salaried, exempt employee under the Fair Labor Standards Act and is not entitled to receive any additional compensation for overtime and compensatory time benefits under any federal or state employment law for performing the above mentioned duties and services under this Agreement. As an exempt employee, BRONAUGH agrees that he is not subject to any minimum or maximum hourly work day or hourly work week. BRONAUGH further agrees that he will perform the duties and services set forth in this Agreement typically during normal business hours, but understands that as the administrative director of the Fire Department, he is also on-call for purposes of performing such duties and services outside of normal business hours.
- C. Employee Benefits. BRONAUGH will be entitled to the standard employee benefits (recognized paid holidays, vacation days, sick days, extended sick leave, life insurance, Illinois Municipal Retirement Fund or ICMA-RC contributions, health insurance, etc.) provided to the Department Heads of the Village, except as modified herein.
- a. Vacation Days; Bank of Vacation Days: BRONAUGH shall be entitled to accrue and use vacation days as set forth in the Village's Personnel Policy Manual, as amended. The VILLAGE also agrees to provide BRONAUGH with a bank of four (4) weeks of vacation days (twenty (20) days) for immediate use.
  - b. Personal Days: BRONAUGH shall be entitled to the use of four (4) personal days per calendar as set forth in the Village's Personnel Policy Manual, as amended.
  - c. Sick Days: BRONAUGH shall be entitled to the use of sick days as set forth in the Village's Personnel Policy Manual, as amended.
  - d. Paid Holidays: BRONAUGH shall be entitled to the following recognized paid holidays as set forth in the Village's Personnel Policy Manual, as amended: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day or such other holidays as authorized by the VILLAGE.
  - e. Employee Insurance Programs: BRONAUGH shall be entitled to participate in the VILLAGE's employee health and other insurance programs as offered from time to time and as set forth in the VILLAGE'S Personnel Policy Manual, as amended. For the Term of this Agreement, the VILLAGE will contribute toward BRONAUGH's employment insurance programs on the same basis and subject to the same conditions and restrictions as outlined for other full-time VILLAGE personnel, as amended from time to time.
  - f. Reimbursement of Business Expenses: BRONAUGH will be reimbursed for actual, documented expenditures made as a result of and/or in the course of the conduct of VILLAGE business in accordance with the VILLAGE'S Policy Governing Purchases and the Control and Use of Village Credit Cards. Receipt documentation will be required for reimbursement to be made by the VILLAGE for all said expenditures exceeding FIVE DOLLARS (\$5.00).

7. **TRAINING AND PROFESSIONAL DEVELOPMENT.** BRONAUGH may, at the expense of the VILLAGE, maintain memberships and attend seminars and conferences intended to foster professional

development at the local and national levels, such as the International Association of Fire Chiefs and the Illinois Fire Chiefs Association, subject to the annual expense limitation set forth below in this Section. The VILLAGE also agrees that BRONAUGH, on an annual basis, is authorized to attend mandatory fire chief training in order to maintain all required certifications and to comply with all mandated training requirements and reporting requirements of the Illinois State Fire Marshal or such other certification or regulatory boards and/or agencies. The VILLAGE agrees to reimburse BRONAUGH for the reasonable, actually incurred and documented costs associated with attendance at the annual training and professional development activities he participates in an amount **not exceed TWO THOUSAND DOLLARS (\$2,000.00)** each fiscal year, which amount is subject to the VILLAGE'S annual budget constraints as determined in the Corporate Authorities' sole discretion. The Parties agree that any unspent professional development funds can be allocated for use during the next annual fiscal year, subject to the maximum dollar amount stated above. The Parties also agree that BRONAUGH'S attendance at the above professional development and training seminars and conferences shall be treated as paid work days.

8. **UNIFORM AND EQUIPMENT.** The VILLAGE has or will provide an initial set of uniforms and equipment for use by BRONAUGH. After the initial set of uniforms and equipment is delivered, upon his written request to the Village Manager, BRONAUGH shall be paid a uniform allowance, on the same payment schedule as the firefighters, up to **EIGHT HUNDRED AND NO/100 DOLLARS (\$800.00)** annually to replace worn or damaged uniform items or equipment

9. **ASSIGNED VEHICLE.** The VILLAGE will provide BRONAUGH with automobile for both VILLAGE use and personal use, at no cost to BRONAUGH, except that BRONAUGH shall be responsible for any damage to the automobile that is caused, in whole or in part, by BRONAUGH'S negligence or misuse of the automobile. The automobile shall not be used for personal use or travel for non-VILLAGE related matters. BRONAUGH shall not be obligated to pay for insurance, maintenance and repairs due to normal street usage (customary wear and tear) and fuel in relation to operating the automobile for VILLAGE use. Notification to and prior approval from the Village Manager for use of the vehicle outside of Illinois for Village business must be made prior to traveling out-of-state.

10. **DEFERRED COMPENSATION.** To the extent applicable, the VILLAGE agrees to execute all necessary agreements provided by the Illinois Municipal Retirement Fund (IMRF) or other 457 Account, an Individual Retirement Account (IRA), Roth IRA Account, the Illinois Municipal Retirement Fund's Voluntary Additional Contribution Account, or the VILLAGE'S 125 Plan Account for BRONAUGH'S participation in said retirement programs and plans, including any deferred compensation plan(s), and to transfer ownership to succeeding employers upon resignation or termination, as is legally possible at that time. The VILLAGE, in its sole discretion, may but it is not obligated to, make a contribution to BRONAUGH'S deferred compensation plan(s) and the decision to not make such a contribution shall not be a breach of this Agreement. If the VILLAGE decides to make a contribution to BRONAUGH'S deferred compensation plan(s), the contribution amount is subject to the VILLAGE'S annual budget constraints as determined in the Corporate Authorities' sole discretion. BRONAUGH shall have sole discretion as to which deferred compensation plan(s) any such contribution is deposited.

11. **RESIDENCY.** BRONAUGH shall comply with the residency requirements contained in the Village Code or regulations promulgated thereunder during the Term of this Agreement.

12. **INDEMNIFICATION.** As a material inducement for the VILLAGE to enter into this Agreement, BRONAUGH agrees to release, waive and hold harmless the VILLAGE and its Affiliates from

and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the termination of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise solely from the VILLAGE'S failure to fulfill its obligations under the Agreement.

The VILLAGE agrees to defend, indemnify and hold harmless BRONAUGH from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of attorneys selected by the VILLAGE to defend BRONAUGH, expert witnesses and consultants, court costs and fines, asserted against him or sought to be imposed upon him and which arise directly or indirectly out of or in connection in any way with his performance of the terms of this Agreement, provided that BRONAUGH'S actions or conduct giving rise to any litigation or dispute are within the scope of the duties of Fire Chief, but excepting from the indemnification those claims, actions, suits, damages, costs, expenses and liabilities arising from any criminal conduct, intentional conduct or willful or wanton conduct of BRONAUGH.

**13. RETURN OF VILLAGE'S PROPERTY; ACCESS TO VILLAGE PROPERTY.** Upon the termination of this Agreement, BRONAUGH shall immediately deliver to the VILLAGE any Village-owned motor vehicle and all correspondence, letters, e-mails, computer disks or stored information, Confidential Information (as defined in this Agreement), manuals, contracts, call reports, price lists, mailing lists, customer lists, advertising or product materials, photographs, ledgers, supplies, files, computers, pagers, cellular phones, beepers, other business-related equipment, Village and Department property, checks, petty cash, and all other material and records of any kind belonging to or relating to VILLAGE that are in the possession or control of BRONAUGH. BRONAUGH agrees that, subsequent to the termination of his employment with the Village, he will not access or attempt to access, directly or indirectly, by any matter whatsoever, the Village's computer network, including, without limitation, the Village's e-mail system, the Village's electronic document storage and retrieval system, and Village's computer network servers and related equipment.

**14. EXCLUSIVITY AND DUTY OF LOYALTY; LIMITED OUTSIDE ACTIVITIES.** During the term of this Agreement, BRONAUGH shall not be self-employed in any kind of profit or nonprofit business venture, and shall not be employed by or work for compensation for any other person, corporation, partnership, or municipality of any kind without prior approval by the Corporate Authorities of the VILLAGE or the Village Manager. Recognizing that certain outside consulting or teaching opportunities confer indirect benefits to the VILLAGE and the community, BRONAUGH may elect to accept limited teaching or consulting opportunities, with or without compensation, provided that such arrangements do not interfere with or conflict with the BRONAUGH'S duties and responsibilities under this Agreement and he informs the Village Manager of the teaching or consulting commitments.

While employed by the VILLAGE, BRONAUGH will conscientiously and diligently perform all required acts and duties to the best of his ability and in a manner satisfactory to the VILLAGE. BRONAUGH agrees that at all times during his employment that he owes the VILLAGE a duty of loyalty and a duty to act in good faith. BRONAUGH agrees that at all times during his employment that he owes the VILLAGE a duty of loyalty and a duty to act in good faith. BRONAUGH agrees that during his employment with the VILLAGE, he will not individually, or in combination with any other employee, violate or breach the terms of this Agreement.

15. **CONFIDENTIALITY.** "Confidential Information" means all records, documents, information, passwords, and other materials whether original, duplicated, computerized, memorized, handwritten, or in any other form, including but not limited to any intellectual property of the VILLAGE, resident information, employment information, financial data, staff or official proposals or memoranda, real property related information, potential or actual litigation information, strategic plans, and other data disclosed, entrusted or made available to BRONAUGH by the VILLAGE, obtained through BRONAUGH'S own efforts while working for the VILLAGE or developed by BRONAUGH while employed by the VILLAGE, which is not available to the public at large. Confidential Information shall also include all information relating to ongoing criminal investigations being conducted by or worked on the VILLAGE'S Police Department or other law enforcement agencies, without limitation: physical evidence, reports, tips, witness statements and identities, interrogations, theories, methods, investigation reports, pictures, audio and video recordings, laboratory analyses and documents. Confidential Information shall not include:

- a. Information that, at the time of disclosure, is in the public domain or is otherwise available to BRONAUGH on a non-confidential basis; and
- b. Information disclosed that, after disclosure, becomes part of the public domain by publication or otherwise, through no action or fault of BRONAUGH.

A. **Confidentiality/Non-Disclosure.** All Confidential Information is sensitive and confidential and any misuse or unauthorized disclosure of Confidential Information will materially affect the effective and successful conduct of the government, business and goodwill of the Village.

- a. BRONAUGH agrees that any Confidential Information viewed, received, obtained or generated during the course of performing his duties and services for the VILLAGE is to be held in the strictest confidence and may only be used in the completion of those law enforcement duties and services, whether he continues to be employed by the VILLAGE or not.
- b. BRONAUGH agrees that Confidential Information is the sole and exclusive property of the VILLAGE and shall make all reasonable, necessary and appropriate efforts to safeguard the Confidential Information from disclosure to unauthorized persons, other than as permitted by this Agreement.
- c. BRONAUGH agrees that he will not otherwise disclose or reveal, in any manner or for any reason, any Confidential Information, during his employment with the VILLAGE or at any time thereafter, to any person or entity without first receiving written authorization from the Village Manager unless such disclosure is required by a court order and the VILLAGE decides not to contest the court order. This confidentiality covenant shall not prohibit BRONAUGH from continuing to cooperate with any law enforcement personnel or prosecutorial personnel on any cases, investigations or matters of any kind that involve Confidential Information. BRONAUGH agrees, to the extent allowable under law and upon request, he shall inform the Village Manager, the Police Chief or the Village Attorney of such continuing cooperation with any law enforcement personnel or prosecutorial personnel on any cases, investigations or matters of any kind that involve Confidential Information after the termination of this Agreement.
- d. It is understood and agreed that the VILLAGE is not waiving any applicable privilege, protection or confidentiality with respect to third parties, either impliedly or explicitly, by the sharing of Confidential Information with BRONAUGH under this Agreement. All Confidential Information covered by this Agreement, and any work-product or report or

document or information reviewed, used or prepared by BRONAUGH during the term of this Agreement is subject to the privileges and the exemptions contained at Sections 7(1)(a), 7(1)(b), 7(1)(b-5), 7(1)(d) and 7(1)(m) of the Illinois Freedom of Information Act (5 ILCS 140/, as amended) and all applicable legal enforceable privileges found in state or federal law.

- e. In the event that BRONAUGH is ever requested in a judicial, administrative or governmental proceeding to disclose any Confidential Information, BRONAUGH will promptly notify the VILLAGE Manager and the Village Attorney so that the VILLAGE may seek a protective order or other appropriate remedy and/or waive compliance with this Agreement. If disclosure of the Confidential Information is required, BRONAUGH may furnish the required material, but BRONAUGH will furnish only that portion of Confidential Information that legally is required. The above notification obligation and this non-disclosure covenant shall survive the termination of this Agreement and remaining binding on Employee.
- f. Termination of this Agreement shall not constitute a waiver of the confidentiality obligations contained in this Agreement or the attorney/client or work-product privileges or any other applicable privilege recognized by state or federal law. Upon termination, each Party shall continue to take such action as is necessary or prudent to preserve the confidentiality of the Confidential Information as well as the enforcement of the applicable privileges that apply to the Confidential Information. The confidentiality obligations of a Party that has received documents or other Confidential Information pursuant to this Agreement shall survive and remain in effect following any such termination of this Agreement. In the event that either Party, for any reason, terminates this Agreement, BRONAUGH shall immediately deliver or cause to be delivered to the Village Manager or the Village Attorney (without retaining any copies thereof) any and all Confidential Information and all records, documents, statements or other written information obtained from the VILLAGE containing Confidential Information, along with a signed Affidavit that such Confidential Information and other documents have been returned by BRONAUGH and that he has fully complied with the terms of this Subsection.

16. **TAXES.** All salary, benefits, reimbursements and any other payments to BRONAUGH under this Agreement shall be subject to all applicable payroll and withholding taxes and deductions required by any law, rule or regulation of Federal, Illinois, county or local authority. BRONAUGH agrees that he shall be responsible for the payment of his share of any such required Federal, Illinois, county or local taxes.

17. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the Parties concerning BRONAUGH'S employment with the VILLAGE and supersedes all prior negotiations, discussions, understandings and agreements, whether written or oral, between BRONAUGH and the VILLAGE relating to the subject matter of this Agreement. No provision of this Agreement may be amended or waived unless such amendment or waiver is mutually agreed to in writing and signed by BRONAUGH and by the Village President and Clerk of the VILLAGE, or their designees, with the consent of the Corporate Authorities.

18. **SEVERABILITY.** If any provision of this Agreement or the application of any such provision to any party shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected, and each remaining provision of this Agreement shall be considered valid and shall be enforced to the fullest extent permitted by law.

19. **ASSIGNMENT.** This Agreement is a personal contract, and the rights and interest that the Agreement accords to BRONAUGH may not be sold, transferred, assigned, pledged, encumbered, or hypothecated by him. This Agreement shall be binding upon, and inure to the benefit of, BRONAUGH, his heirs, executors, administrators, representatives, successors, transferees, and assigns, and the VILLAGE and its former, current and future elected and appointed officers, officials, trustees, agents, transferees, assigns, and successors-in-interest.

20. **NOTICES.** All notices, demands or other communications of any kind to be given or delivered under this Agreement shall be in writing and shall be deemed to have been properly given if (a) delivered by hand, (b) delivered by a nationally recognized overnight courier service, (c) sent by registered or certified United States Mail, return receipt requested and first class postage prepaid, or (d) facsimile transmission followed by a transmission confirmation copy being sent by U.S. Mail on the same day. Such communications shall be sent to the parties at their respective addresses as follows:

If to BRONAUGH:  
Craig Bronaugh, Jr.  
Address

Maywood, Illinois 60153  
(p) (708) 257-5794

If to VILLAGE:

Village Manager  
40 Madison Street  
Village of Maywood  
Maywood, Illinois 60153  
(p) (708) 450-6301

Either Party may change such address for delivery to the other Party by delivery of a notice in conformity with the provisions of this Section specifying such change. Notice shall be deemed proper (i) on the date of delivery, if delivery is by hand, (ii) three (3) days after the date of mailing if sent by certified or registered mail, (iii) on the date of delivery by the overnight courier, or (iv) on the facsimile transmission date if sent before 4:30 p.m.; otherwise, the next business day after the date of transmission by facsimile.

21. **HEADINGS.** All descriptive headings of Sections and Paragraphs in this Agreement are intended solely for convenience of reference, and no provision of this Agreement is to be construed by reference to the heading of any Section or Paragraph.

22. **REMEDIES FOR BREACH.** If one Party breaches any of the terms of this Agreement, then the party who breaches the Agreement shall be liable for the payment of all damages, costs and expenses, including all attorneys' fees incurred by the non-breaching Party, in connection with any lawsuit or action to enforce the terms of the Agreement.

23. **VENUE AND APPLICABLE LAW.** The statutes and common law of the State of Illinois shall govern the interpretation, validity, enforcement and performance of the terms of this Agreement. The Parties agree that for the purpose of any litigation or proceeding brought with respect to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois (Daley Center Court House) or the United States District Court, Northern District of Illinois (Chicago). BRONAUGH and VILLAGE agree to submit to the jurisdiction of either court for the purpose of any such litigation or proceeding.

24. **ADMISSIBILITY.** The Parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.

25. **ATTORNEY REVIEW.** BRONAUGH acknowledges that he fully understands all of the terms, conditions, provisions, and obligations of this Agreement, that he was not coerced into signing it, that he was represented by an attorney of his own choosing during the negotiation of this Agreement, and that he executed this Agreement voluntarily and with full knowledge and understanding of the meaning and significance of its terms, conditions, provisions, and obligations.

26. **DISCLOSURE.** Subject to any applicable exception of the Freedom of Information Act (5 ILCS 140/), as amended, BRONAUGH and the VILLAGE acknowledge that this Agreement is a public record, as that term is defined under FOIA, and therefore is subject to inspection and copying by the public if requested pursuant to a FOIA request.

27. **EXHIBITS.** The following Exhibit is attached hereto and made a part hereof:

Exhibit "1" - Resignation and Severance Agreement and Release of All Claims

**IN WITNESS WHEREOF,** the Village of Maywood, pursuant to the authority granted by the passage of a Resolution by its Board of Trustees, directed that this Employment Agreement be executed by the Village President and attested by the Village Clerk, or their designees, and Craig Bronaugh has voluntarily executed this Agreement (and his signature has been verified by a Notary Public) on the respective dates set forth below.

**CRAIG BRONAUGH**

By: \_\_\_\_\_  
Craig Bronaugh

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Notary Public

Date: \_\_\_\_\_

**VILLAGE OF MAYWOOD**

By: \_\_\_\_\_  
Nathaniel George Booker,  
Village President

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Gwaine Dianne Williams,  
Village Clerk

Date: \_\_\_\_\_

**Exhibit "1"**

**Resignation and Severance Agreement and Release of All Claims**

RESIGNATION AND SEVERANCE AGREEMENT  
AND RELEASE OF ALL CLAIMS

**[NOTE: You have twenty-one (21) calendar days to consider this Agreement.  
In addition, you are advised to consult with an attorney before signing this Agreement.]**

This **RESIGNATION AND SEVERANCE AGREEMENT AND RELEASE OF ALL CLAIMS** ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_, an individual ("Employee") and the Village of Maywood, an Illinois municipal corporation ("VILLAGE"). The VILLAGE and the Employee are at times referred to herein individually as a "Party" and collectively as the "Parties". The VILLAGE and the Employee are at times referred to herein individually as a "Party" and collectively as the "Parties".

**RECITALS**

**WHEREAS**, an Employment Agreement has been entered into between Employee and the VILLAGE, dated \_\_\_\_\_, 20\_\_ and approved by the Village Board under Resolution No. R-20\_\_\_\_ (collectively the "Employment Agreement"); and

**WHEREAS**, pursuant to Section 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7), the Employment Agreement of Employee expired on \_\_\_\_\_, 202\_\_, when the term of office of Mayor \_\_\_\_\_ ended OR the Employment Agreement has been terminated by operation of Section 5-3-7 of the Illinois Municipal Code (65 ILCS 5/5-3-7) by a majority vote of the corporate authorities as of \_\_\_\_\_, 202\_\_, and is no longer in effect OR the Employment Agreement has been terminated by the mutual consent of the Parties; and

**WHEREAS**, since the expiration of the Employment Agreement, Employee has been employed as an "at-will" employee of the VILLAGE and has agreed to voluntarily resign from his employment with the VILLAGE, effective \_\_\_\_\_, 202\_\_ (the "Resignation Date"); and

**WHEREAS**, the VILLAGE has agreed to pay to Employee certain compensation and benefits to which Employee would otherwise not be entitled, in exchange for Employee's resignation and the promises of Employee contained in this Agreement; and

**WHEREAS**, the VILLAGE and Employee now desire to mutually set forth the terms of the resignation of Employee's employment with the VILLAGE. It is the desire of the VILLAGE and the Employee to settle and resolve all the terms of Employee's resignation from employment with the VILLAGE and to fix and determine all of the rights of each Party with regard to Employee's employment, and the resignation thereof, and all related matters, including but not limited to payment of severance and temporary continuation of certain benefits provided for under this Agreement, any disputes existing between them as of the Effective Date (as defined below) of this Agreement, and any claims that could be brought by either Employee against the VILLAGE in relation to the employment relationship and the termination of that relationship; and

**WHEREAS**, the considerations exchanged herein do not constitute and shall not be interpreted as an admission of liability or of any sort of wrongdoing on the part of Employee or the VILLAGE, or as any violation of any federal, State or local statute, ordinance, regulation, order or common law; and

**WHEREAS**, it is in the best interests of both Parties to enter into this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the Parties' mutual promises, and the financial compensation and other valuable consideration set forth herein, the sufficiency of which is acknowledged, the VILLAGE and Employee agree as follows:

1. **Incorporation.** The initial statements contained in the above Whereas paragraphs are incorporated into this Section 1 as if fully set forth herein and are material terms of this Agreement.

2. **Employment Agreement.** The Parties acknowledge the termination of the Employment Agreement as follows: Upon the Effective Date of this Agreement, the Employment Agreement has already expired and has been terminated by operation of Section 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7) as of \_\_\_\_\_, 2021, and is no longer in effect OR Upon the Effective Date of this Agreement, the Employment Agreement has been terminated by operation of Section 5-3-7 of the Illinois Municipal Code (65 ILCS 5/5-3-7) by a majority vote of the corporate authorities as of \_\_\_\_\_, 202\_\_, and is no longer in effect OR Upon the Effective Date of this Agreement, the Employment Agreement has been terminated by the mutual consent of the Parties.

3. **Resignation of Employment.** Employee voluntarily resigns and terminates his/her employment with the VILLAGE effective \_\_\_\_\_, 202\_\_ at \_\_:00 a.m./p.m. (the "Separation Date").

4. **Compensation Owed.** Employee acknowledges full receipt of all compensation, reimbursements and employment benefits owed to him/her to date, excluding the severance payments and all other severance-related benefits to be provided under this Agreement, by the VILLAGE through the payroll period of \_\_\_\_, 202\_\_, and waives any and all claims relating to same.

5. **Separation Benefit.** Subject to the provisions of this Agreement, and in consideration for entering into this Agreement and for the severance payments and other severance-related benefits set forth herein, the VILLAGE shall provide Employee with the following separation benefits (individually and collectively, "Separation Benefits"):

a. The VILLAGE shall pay Employee a separation payment equal to: Two (2) months of salary in the gross amount of \_\_\_\_\_ THOUSAND \_\_\_\_ HUNDRED \_\_\_\_ AND \_\_/100 DOLLARS (\$\_\_\_\_\_) and shall further pay Employee for \_\_\_\_ (\_\_) accrued but unused vacation days in the gross amount of \_\_\_\_\_ THOUSAND AND 00/100 DOLLARS (\$\_\_\_\_\_) for a grand total of \_\_\_\_\_ THOUSAND \_\_\_\_ HUNDRED AND 00/100 DOLLARS (\$\_\_\_\_\_), less normal tax withholding and any applicable employee benefit contributions (the "Separation Payment"). The Separation Payment shall be payable in a one-time lump sum as part of the next regularly scheduled payroll date that falls after the expiration of the Revocation Period (as defined below in Paragraph 19), provided Employee does not revoke his/her acceptance of this Agreement. All normal and customary withholdings shall be made from the Separation Payment.

b. The VILLAGE, in its sole discretion, shall provide Employee with continuing health insurance benefits, at the VILLAGE'S expense, from the Separation Date through until \_\_\_\_\_, 202\_\_ in accordance with the applicable federal and/or State law (e.g.,

continuation of health insurance option under the Illinois Municipal Retirement Fund Law). Thereafter, Employee shall be entitled to continue coverage under COBRA, at his/her sole expense, subject to the requirements of that statute.

- c. Pursuant to Section 6 (Compensation) of the Employment Agreement, the Parties agree that Employee is entitled to receive compensation for the \_\_\_\_ (\_\_) accrued but unused vacation days payable on a per diem basis at his/her current salary, which equals \$\_\_\_\_ per day. The value of compensation for the Employee's accrued but unused vacation days equals \_\_\_\_\_ THOUSAND \_\_\_\_\_ HUNDRED AND 00/100 DOLLARS (\$\_\_\_\_.00) and has been included in the Separation Payment. Employee acknowledges and agrees that this amount fully compensates him/her for all earned but unused vacation time that he/she is entitled to be compensated for.
- d. The Separation Payment, and any other benefits included herein, do not constitute, nor are they intended to be, payment of compensation to Employee for the performance of any services to the VILLAGE after the Separation Date. Employee acknowledges that he/she shall have no claim for any additional unused accrued vacation days, sick days or any other compensation due. Employee also acknowledges and agrees that he/she is not entitled to any other severance payments or severance benefits and no other VILLAGE benefits of any kind or nature, except as set forth in this Agreement, and that the one-time lump sum Separation Payment shall not be made until after the expiration of the Revocation Period (as defined below in Paragraph 19). as set forth in Paragraph 19 of this Agreement.
- e. The VILLAGE will not seek to terminate Employee for Cause, as defined in Section 5 of the Employment Agreement.
- f. The VILLAGE'S payment to Employee of the Separation Payment in accordance with this Agreement is in full satisfaction and discharge of any and all amounts due or payable to Employee by the VILLAGE, whether salary, vacation pay, bonus, severance, expense reimbursement or otherwise.
- g. Employee agrees that all tax liability, which may result from the Separation Payment, payment of other compensation due him/her and the provision of benefits as set forth in this Agreement, rests with him/her alone.
- h. Employee agrees to not file for unemployment insurance benefits in exchange for payment of the Separation payment.

6. **Consideration.** Employee acknowledges that he/she would not be entitled to the Separation Benefits provided for in Paragraph 5 above (other than that portion attributable to his/her earned but unused vacation time) in the absence of him/her signing this Agreement, that the Separation Benefits constitute a substantial economic benefit to Employee, and that they constitute good and valuable consideration for the various commitments undertaken by Employee in this Agreement.

7. **Transition; Cooperation.** Employee agrees that he/she will work in good faith with the VILLAGE to coordinate a smooth and effective transition to Employee's successor, and will assist in such transition in a professionally reasonable manner.

8. **Parties Released.** For purposes of this Agreement, the term "VILLAGE Releasees" means the Village of Maywood, each of its past, present and future representatives, officers, appointed and elected officials, mayor/president and trustees, agents, employees, engineers, insurers, volunteers and attorneys.

9. **General Release.** Employee, for and on behalf of himself/herself/herself and each of his/her personal and legal representatives, heirs, devisees, executors, successors and assigns, hereby acknowledges full and complete satisfaction of, and fully and forever waives, releases, acquits and discharges the VILLAGE Releasees from, any and all claims, causes of action, demands, liabilities, damages, obligations and debts (collectively referred to as "Claims") of every kind and nature, whether known or unknown, suspected or unsuspected, or fixed or contingent, which Employee holds as of the date Employee signs this Agreement, or at any time previously held against the VILLAGE Releasees, or any of them, arising out of any matter whatsoever (with the exception of breaches of this Agreement). This General Release specifically includes, but is not limited to, any and all Claims:

- a. Arising out of or in any way related to Employee's employment with the VILLAGE, or the termination of Employee's employment;
- b. Arising out of or in any way related to any contract or agreement between Employee and the VILLAGE, including but not limited to the Employment Agreement;
- c. Arising under or based on the Equal Pay Act of 1963; Title VII of the Civil Rights Act of 1964; Section 1981 of the Civil Rights Act of 1866; the Americans With Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Fair Labor Standards Act of 1938; the National Labor Relations Act; the Worker Adjustment and Retraining Notification Act of 1988; the Employee Retirement Income Security Act of 1974 ("ERISA") (excepting claims for vested benefits, if any, to which Employee is legally entitled thereunder); the Illinois Constitution; the Illinois Human Rights Act; The Illinois Wage Payment and Collection Act, the Cook County Human Rights Ordinance; or any other federal, state, county or local law, statute, ordinance, decision, order, policy or regulation prohibiting employment discrimination; providing for the payment of wages or benefits; or otherwise creating rights or claims for employees or officers, including, but not limited to, any and all claims alleging breach of public policy; the implied obligation of good faith and fair dealing; or any express, implied, oral or written contract; handbook; manual; policy statement or employment practice; or alleging misrepresentation; defamation; libel; or slander; interference with contractual relations; intentional or negligent infliction of emotional distress; invasion of privacy; false imprisonment; assault; battery; fraud; negligence; or wrongful discharge; and
- d. Arising under or based on the Age Discrimination in Employment Act of 1967 ("ADEA"), as amended by the Older Workers Benefit Protection Act ("OWBPA"), and alleging a violation thereof based on any action or failure to act by the VILLAGE Releasees, or any of them, at any time prior to the Effective Date of this Agreement.

10. **Intended Scope of Release.** It is the intention of the Parties, and is fully understood and agreed by them, that this Agreement includes a General Release of all Claims (with the exception of breaches of this Agreement and claims for vested benefits, if any, to which Employee is legally entitled under ERISA) that Employee holds or previously held against the VILLAGE Releasees, or any of them, whether or not they are specifically referred to herein. No reference herein to any specific claim, statute or obligation is intended to limit the scope of this General Release and, notwithstanding any such reference, this Agreement shall be effective as a full and final bar to all Claims of every kind and nature, whether known or unknown, suspected or unsuspected, or fixed or contingent, released in this Agreement. Excluded from the General Release set forth above in Paragraph 9 are any claims which cannot be waived by law. Also excluded from the General Release set forth above in Paragraph 9 are the rights to file a charge with or participate in an investigation conducted by an administrative, legislative or judicial agency, or to report any allegations of unlawful conduct to federal, State or local officials for investigation. Employee does waive, however, his/her right to any monetary recovery should the Equal

Employment Opportunity Commission or any other agency pursue any claims on his/her behalf if he/she files a charge or participates in an investigation.

11. **Employee Waiver of Rights.** As part of the foregoing General Release set forth above in Paragraph 9, Employee is waiving all of his/her rights to any recovery, compensation, or other legal, equitable or injunctive relief (including, but not limited to, compensatory damages, liquidated damages, punitive damages, back pay, front pay, attorneys' fees, and reinstatement to employment), from the VILLAGE Releasees, or any of them, in any administrative, arbitral, judicial or other action brought by or on behalf of Employee in connection with any Claim released in this Agreement.

12. **Covenant Not to Sue.** In addition to all other obligations contained in this Agreement, Employee agrees that Employee will not initiate, bring or prosecute any suit or action against any of the VILLAGE Releasees in any federal, State, county or municipal court, with respect to any of the Claims released in this Agreement. Further, Employee is aware of no claims or causes of action which he/she has or might have against the VILLAGE or the VILLAGE Releasees except those he/she is releasing and for which he/she is covenanting not to sue the VILLAGE or the VILLAGE Releasees.

13. **Remedies for Breach.**

- a. If Employee, or anyone on Employee's behalf, initiates, brings or prosecutes any suit or action against any or all of the VILLAGE Releasees in any federal, State, county or municipal court, with respect to any of the Claims released in this Agreement, or if Employee breaches any of the terms of this Agreement, then: (a) Employee shall be liable for the payment of all damages, costs and expenses, including all attorneys' fees incurred by the VILLAGE Releasees, or any of them, in connection with such suit, action or breach; (b) the VILLAGE shall no longer be obligated to make any Separation Payments not already made to Employee prior to Employee's breach of this Agreement; and (c) Employee, upon demand by the VILLAGE, shall repay to the VILLAGE the value of the Separation Benefits and the premiums paid, pursuant to Paragraph 5 above, previously provided to Employee.
- b. If the VILLAGE breaches any of the terms of this Agreement, then the VILLAGE shall be liable for the payment of all damages, costs and expenses, including all attorneys' fees incurred by Employee, in connection with such suit, action or breach.

14. **No Admission of Liability.** Nothing in this Agreement constitutes or shall be construed as an admission of liability on the part of the VILLAGE Releasees, or any of them. The VILLAGE Releasees expressly deny any liability of any kind to Employee, and particularly any liability arising out of or in any way related to Employee's employment with the VILLAGE or the termination of Employee's employment.

15. **Warranty of Return of VILLAGE Property.** Employee warrants and acknowledges that Employee has turned over or will turn over to the VILLAGE, on or before \_\_:00 a.m./p.m. (CST) on \_\_\_\_\_, 202\_\_, all Confidential Information (as defined in the Employment Agreement), equipment or other property issued to Employee by the VILLAGE, along with all documents, notes, computer files, VILLAGE credit cards, keys, alarm codes, alarm instructions, and other materials which Employee had in Employee's possession or subject to Employee's control, relating to the VILLAGE and/or any of its members. Employee further warrants and acknowledges that Employee has not retained any such documents, notes, computer files or other materials (including any copies or duplicates thereof).

16. **Covenant Not to Access VILLAGE's Computer Network.** Employee agrees that, subsequent to the termination of Employee's employment with the VILLAGE, Employee will not access or attempt to access, directly or indirectly, by any manner whatsoever, the VILLAGE's computer network, including, without limitation, the VILLAGE's email system, the VILLAGE's electronic document storage and retrieval system, and the VILLAGE's computer network servers and related equipment.

17. **Warranty of Understanding and Voluntary Nature of Agreement.** Employee acknowledges that Employee has carefully read and fully understands all of the provisions of this Agreement; that Employee knows and understands the rights Employee is waiving by signing this Agreement; and that Employee has entered into this Agreement knowingly and voluntarily, without coercion, duress or overreaching of any sort. Employee has had the opportunity to review and discuss this Agreement with his/her attorney and he/she fully understands this Agreement's provisions and their legal and practical effect.

18. **Time to Consider and Attorney Consultation.** EMPLOYEE AGREES AND ACKNOWLEDGES THAT THE VILLAGE HAS ADVISED HIM/HER TO CONSULT WITH AN ATTORNEY REGARDING THIS AGREEMENT PRIOR TO SIGNING BELOW. EMPLOYEE UNDERSTANDS AND AGREES THAT HE/SHE HAS BEEN PROVIDED WITH AT LEAST TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER HIS/HER ACCEPTANCE OF THIS AGREEMENT AND THE ABILITY TO CONSULT WITH COUNSEL, AND THAT HE/SHE HAS BEEN ADVISED OF HIS/HER RIGHT TO CHANGE HIS/HER MIND AND REVOKE HIS/HER ACCEPTANCE OF THIS AGREEMENT AT ANY TIME WITHIN SEVEN (7) CALENDAR DAYS FROM THE DATE, AS SHOWN BELOW, ON WHICH HE/SHE HAS SIGNED THIS AGREEMENT.

19. **Revocation Period.** EMPLOYEE AGREES AND UNDERSTANDS THAT HE/SHE MAY REVOKE HIS/HER APPROVAL OF THIS AGREEMENT WITHIN SEVEN (7) CALENDAR DAYS AFTER HE/SHE SIGNS THIS AGREEMENT, AND THAT THIS AGREEMENT SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL EIGHT (8) CALENDAR DAYS AFTER THE DATE ON WHICH EMPLOYEE SIGNS BELOW. IN ORDER TO REVOKE THIS AGREEMENT, EMPLOYEE MUST DELIVER A WRITTEN NOTICE TO THE MAYWOOD VILLAGE MANAGER'S OFFICE, AT VILLAGE HALL AT 40 EAST MADISON STREET, MAYWOOD, ILLINOIS, OF EMPLOYEE'S DECISION TO REVOKE HIS/HER APPROVAL OF THIS AGREEMENT, AND SAID NOTICE MUST BE RECEIVED BY THE VILLAGE MANAGER'S OFFICE NO LATER THAN SEVEN (7) CALENDAR DAYS FOLLOWING THE DATE OF EMPLOYEE'S EXECUTION OF THIS AGREEMENT. IF EMPLOYEE DOES NOT REVOKE HIS/HER APPROVAL OF THIS AGREEMENT, HE/SHE WILL RECEIVE THE SEPARATION PAYMENT AND SEPARATION BENEFITS DESCRIBED IN THIS AGREEMENT, AND THIS AGREEMENT SHALL BECOME EFFECTIVE AND ENFORCEABLE ON THE DATE IMMEDIATELY AFTER THE SEVEN (7) CALENDAR DAY REVOCATION PERIOD EXPIRES (THE "EFFECTIVE DATE").

20. **No Re-Employment.** Employee agrees that Employee will not seek re-employment with the VILLAGE.

21. **Non-Disclosure; Confidentiality.** Employee agrees that he will comply with the terms of Section 15 (Confidentiality) of the Employment Agreement and shall further not disclose, convey, transmit or make known or available, to any individual, partnership, corporation, organization or entity, any "Confidential Information" pertaining to or regarding the VILLAGE. Employee agrees to keep this Agreement and its terms strictly confidential and shall not discuss same with any person, except with Employee's immediate family, tax preparers and attorneys, provided that any person with whom Employee discusses this Agreement also agrees to keep it confidential. Employee agrees to assume

responsibility for any such person's confidentiality obligations. Employee may, however, fully respond to questions from governmental entities or discuss this Agreement if required to do so by law. Nothing in this section shall be construed as prohibiting the Parties from providing truthful testimony, responding to a subpoena, cooperating with any government official or agency, truthfully communicating with any government official or agency, or complying with the applicable provisions of the Open Meetings Act (5 ILCS 120/1, *et seq.*) and the Freedom of Information Act ("FOIA") (5 ILCS 140/1, *et seq.*). This Agreement is subject to public inspection and photocopying and distribution to the public pursuant to a FOIA request.

22. **Severability.** The provisions of this Agreement are fully severable. Therefore, if any provision of this Agreement is for any reason determined to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of any of the remaining provisions. Furthermore, any invalid or unenforceable provisions shall be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or, if such provision cannot under any circumstances be modified or restricted, it shall be excised from this Agreement without affecting the validity or enforceability of any of the remaining provisions. The Parties agree that any such modification, restriction or excision may be accomplished by their mutual written agreement or, alternatively, by disposition of a court or other tribunal.

23. **Entire Agreement/Integration.** This Agreement constitutes the sole and entire agreement between Employee and the VILLAGE with respect to the subjects addressed in it, and supersedes all prior or contemporaneous agreements, understandings and representations, oral and written, including but not limited to the Employment Agreement, with respect to those subjects.

24. **No Waiver By the VILLAGE.** No waiver, modification or amendment of any of the provisions of this Agreement shall be valid and enforceable unless in writing and executed by Employee and the VILLAGE's President, or his/her designee, or the VILLAGE approval is effective by operation of law.

25. **Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of, Employee and Employee's personal and legal representatives, heirs, devisees, executors, successors and assigns, and the VILLAGE, its successors and assigns.

26. **Choice of Law; Jurisdiction.** This Agreement and any amendments hereto shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles.

27. **Amendments.** This Agreement may not be amended, revoked, changed or modified except by way of a written agreement executed by Employee and the VILLAGE's President of the Board.

28. **Counterparts.** This Agreement may be executed in counterparts and shall be binding upon both Parties in the same manner as though all Parties' signatures appeared in a single, signed Agreement.

**NOTICE TO EMPLOYEE: BY SIGNING THIS AGREEMENT YOU ARE WAIVING YOUR RIGHTS ARISING PRIOR TO THE DATE OF THIS AGREEMENT, IF ANY, UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT, AS AMENDED.**

**YOU ARE ALSO GENERALLY RELEASING VILLAGE FROM ANY AND ALL OTHER CLAIMS YOU MAY HAVE.**

**PRIOR TO SIGNING THIS AGREEMENT YOU SHOULD CONSULT AN ATTORNEY.**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**EMPLOYEE**

By: \_\_\_\_\_  
EMPLOYEE

Date: \_\_\_\_\_, 201\_\_

**ATTEST:**

By: \_\_\_\_\_  
Notary Public

Date: \_\_\_\_\_

**VILLAGE OF MAYWOOD**

By: \_\_\_\_\_  
Village President

Date: \_\_\_\_\_, 201\_\_

**ATTEST:**

By: \_\_\_\_\_  
Village Clerk

Date: \_\_\_\_\_

**EXHIBIT "A"**

**COBRA NOTICE**

**(incorporated herein by reference)**

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my office, entitled:

**RESOLUTION NO. R-2021-\_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING  
THE EXECUTION OF AN EMPLOYMENT AGREEMENT  
FOR THE POSITION OF MAYWOOD FIRE CHIEF  
(Craig Bronaugh)**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 17th day of August, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 17th day of August, 2021.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 17th day of August, 2021.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

[SEAL]



RESOLUTION NO. R-2021-\_\_\_\_\_

**A RESOLUTION APPROVING AND AUTHORIZING THE  
EXECUTION OF AN EMPLOYMENT AGREEMENT  
FOR THE POSITION OF FINANCE DIRECTOR  
(Lanya Satchell)**

**WHEREAS**, the President and Board of Trustees of the Village of Maywood ("Village") desire to provide a certain salary and an expanded employment benefits package, in the form of a severance benefit, to continue to retain the services of Lanya Satchell (hereinafter called "Satchell"), to serve as the Finance Director of the Village of Maywood and to oversee the operations of the Finance Department and for Satchell to perform all of the customary duties of a Finance Director in accordance with the applicable provisions of the Maywood Village Code, subject to the provisions set forth in the attached Employment Agreement, which is marked as Exhibit "A" and made a part hereof; and

**WHEREAS**, Satchell desires to continue to work as the Village Finance Director and agrees to perform all of the customary duties of the Village Finance Director in accordance with the applicable provisions of the Maywood Village Code and the attached Employment Agreement; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood, as corporate authorities of an Illinois home rule municipal corporation, have the authority to approve and enter into the attached Employment Agreement pursuant to its home rule power, as provided by Article VII, Section 6(a) of the Illinois Constitution of 1970, and Sections 5-3-7 and 8-1-7 of the Illinois Municipal Code (65 ILCS 5/5-3-7 and 8-1-7); and

**WHEREAS**, in regard to the Employment Agreement, the Village has complied with the six (6) calendar day prior posting requirement set forth in Section 7.3 to the Illinois Open Meetings Act (5 ILCS 120/7.3) that imposes a duty on all municipal employers who participate in the Illinois Municipal Retirement Fund ("IMRF") to post on its website or in the Village Hall the total compensation packages of employees whose total compensation packages are equal to or in excess of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) per year; and

**WHEREAS**, the President and Board of Trustees have determined that it is in the best interests of the Village to authorize the approval and execution of the attached Employment Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

**SECTION 2:** Pursuant to the Village's home rule powers, as provided by Article VII, Section 6(a) of the Illinois Constitution of 1970, and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/5-3-7 and 8-1-7), the President and Board of Trustees authorize the approval and execution of the attached Employment Agreement for purposes of providing a certain salary and an expanded employment benefits package, in the form of a severance benefit, to continue to retain the services of Lanya Satchell to serve as the Village Finance Director and to oversee the operations of the Finance Department and for Lanya Satchell to perform all of the customary duties of a Finance Director in

accordance with the applicable provisions of the Maywood Village Code, subject to the provisions set forth in the attached Employment Agreement. The Village President and Village Clerk, or their designees, are authorized and directed to execute and deliver the final version of the attached Employment Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The Employment Agreement is attached hereto as **Exhibit "A"** and made a part hereof.

**SECTION 3:** The President and Board of Trustees further authorize and direct the Village President, the Village Manager, the Village Finance Director and the Human Resources Director, or their designees, to execute such other documents as are necessary to fulfill the Village's obligations under the Employment Agreement, and to pay all budgeted and appropriated costs that are necessary to fulfill the Village's obligations under the Employment Agreement.

**SECTION 4:** This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this 17th day of August, 2021, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** this 17th day of August, 2021, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

\_\_\_\_\_  
Nathaniel George Booker, Village President

**ATTEST:**

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

**Exhibit "A"**

**Employment Agreement  
For The Position Of Finance Director  
(Lanya Satchell)**

(attached)

**EMPLOYMENT AGREEMENT FOR  
THE POSITION OF FINANCE DIRECTOR  
(Lanya Satchell)**

**THIS AGREEMENT**, made and entered into this \_\_\_ day of \_\_\_\_\_, 2021, by and between the Village of Maywood, an Illinois municipal corporation (hereinafter called "VILLAGE" or the "Corporate Authorities"), and Lanya Satchell (hereinafter called "SACHELL"), both Parties agreeing as follows:

**WHEREAS**, the Village President and Board of Trustees (the "Corporate Authorities") desire to provide a certain salary and an expanded employment benefits package, in the form of a severance benefit, to continue to retain the services of SACHELL to serve as the Finance Director of the Village of Maywood and to oversee the operations of the Finance Department and for SACHELL to perform all of the customary duties of a Finance Director in accordance with the applicable provisions of the Maywood Village Code, subject to the provisions set forth in this Agreement; and

**WHEREAS**, SACHELL desires to continue to serve as the Finance Director, states that she is qualified and capable of performing the duties and responsibilities of Finance Director, and agrees to use her best efforts, skills, abilities and training to perform all of the customary duties of the Finance Director in accordance with the applicable provisions of the Maywood Village Code, subject to the provisions set forth in this Agreement; and

**WHEREAS**, the Parties agree that the new severance benefit set forth below in Section 5 of this Agreement is additional, adequate consideration for entering into this Agreement; and

**WHEREAS**, the Corporate Authorities and SACHELL agree that SACHELL was been appointed by the Village Manager pursuant to the appointment authority given to the Village Manager under Section 30.04 (Village Manager) of the Maywood Village Code, Section 5-3-7 of the Illinois Municipal Code (65 ILCS 5/5-3-7) and that the Village Manager has the authority to remove (terminate) SACHELL from her position of Maywood Finance Director. SACHELL accepted Village Manager \_\_\_\_\_'s offer of employment in 2008 and commenced working as the Maywood Finance Director in 2008; and

**WHEREAS**, the VILLAGE, as a home rule Illinois municipal corporation, has the authority to enter into this Agreement pursuant to its home rule powers and Section 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7).

**NOW, THEREFORE, IN CONSIDERATION OF** the payment of money, and the making of the mutual covenants and promises set forth below, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. **INCORPORATION.** The statements set forth in each Whereas paragraph above are incorporated into this Section 1 as if fully set forth and shall be materials terms of this Agreement.

2. **SERVICES AND DUTIES.** The VILLAGE agrees to continue to utilize the skills, services and experience of SACHELL as the Finance Director. SACHELL agrees to continue to serve as the Finance Director and perform all of the customary duties of a Finance Director as required by the Maywood Village Code and applicable laws, including but not limited to directing and managing the day to day operation of the Finance Department, the implementation, oversight and enforcement of applicable

statutes, ordinances, rules, regulations, and general orders and any other programs or initiatives as directed by the Village Manager or as adopted by ordinance or resolution by the Village President and Board of Trustees, initiating and pursuing appropriate disciplinary actions and proceedings in regard to Finance Department personnel, attending all Village Board meetings and other commission, committee and board meetings directed by the Village Manager, working with the Village Manager and other Village staff to prepare an annual budget and budget amendment requests for the Village Departments, working with the Grant Administrator (or any Village employee charged with grant writing) to petition for grant funding, and performing any additional tasks or services within the scope of the duties of the Finance Director as directed by the Village Manager, subject to the provisions contained in this Agreement.

3. **“AT-WILL” EMPLOYMENT RELATIONSHIP.** SATCHELL agrees that her employment position of Finance Director under this Agreement with the VILLAGE is an "at-will" employment position and an "at-will" employment relationship, and that the Village Manager may remove and terminate SATCHELL from the position of Finance Director and terminate this Agreement at any time and for any reason.. SATCHELL agrees and understands that she does not have the right to receive any type of progressive discipline prior to the termination of her employment position as Finance Director or this Agreement and she waives any and all claims to a contract right of employment having been created by this Agreement or any Village Code provision or by the Village's Personnel Policy Manual or any state law. Nothing in this Agreement or the Village Code or the Village's Personnel Policy Manual shall prevent, limit or otherwise interfere with the rights of the Village Manager to terminate the employment of SATCHELL at any time, subject only to the provisions set forth herein. Nothing in this Agreement or the Village Code or the Village's Personnel Policy Manual shall prevent, limit or otherwise interfere with the right of SATCHELL to terminate her employment with the VILLAGE by resigning at any time from her position as Finance Director, subject only to the provisions herein..

4. **TERM AND EFFECTIVE DATE.** Per Section 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7), this Agreement shall become effective immediately upon approval and execution by both Parties ("Effective Date" shall be the date that the last signatory executes this Agreement), and the duration of the Agreement, unless terminated earlier by mutual consent or by either Party, shall extend from the Effective Date to 7:00 p.m. on August 31, 2022 (the "Initial Term"). Pursuant to 65 ILCS 5/8-1-7(b), this Agreement may be extended beyond the Initial Term for an additional time period, but the term of any approved extension (or addendum) cannot extend beyond the expiration of the current term of Mayor Nathaniel George Booker, which expires in May 2025. To the extent that SATCHELL continues to serve and perform the duties of Finance Director after the expiration of the Initial Term of this Agreement or any extended term, the VILLAGE agrees to compensate SATCHELL at her then-current salary and to continue to provide Employee Benefits (as defined below), including the accrual of such Employee Benefits, in accordance with the terms, provisions and conditions of this Agreement, as amended, on a pro-rated 365-day basis; but SATCHELL shall not be entitled to any Severance Benefit (as defined below), unless approved by the Corporate Authorities, in their sole discretion, and only in the event that SATCHELL signs the Severance Agreement in the form substantially consistent with the document attached as Exhibit "1" to this Agreement.

5. **TERMINATION AND SEVERANCE.** In the event SATCHELL is terminated as Finance Director by the Village Manager without Cause during the Term of this Agreement, then the VILLAGE agrees to pay SATCHELL a severance payment on a lump sum basis equal to: six (6) weeks of her then-current salary ("Severance Benefit Payment"), plus any accrued employee benefits SATCHELL is entitled to under this Agreement.

- A. Voluntary Resignation or Termination for Cause. In the event SATCHELL is terminated from the position of Finance Director by the Village Manager for Cause, as defined below, SATCHELL shall not be entitled to the Severance Benefit Payment.
- B. Expiration of Agreement; Severance. In the event that this Agreement terminates due to the expiration of its Term or SATCHELL retires or resigns from her employment with the VILLAGE, SATCHELL agrees that she shall not be entitled to receive the Severance Benefit Payment.
- C. Payment of Other Accrued Employment Benefits. Whether SATCHELL is terminated without Cause or terminated for Cause or in the event the Term of the Agreement expires, SATCHELL will be entitled to receive all unpaid, accrued employee benefits provided for under this Agreement or the Village Personnel Policy Manual.
- D. Severance Agreement and Severance Benefit Payment. In consideration for, and as a condition precedent to the payment of the Severance Benefit Payment payable under this Section 5, SATCHELL shall be required to: (1) first execute, and not revoke her approval of, a Resignation and Severance Agreement and Release Of All Claims form, as approved by the Village Attorney with a copy of such form attached hereto, releasing the VILLAGE and its Affiliates, who are defined as past or current officers, elected or appointed officials, mayor/president, trustees, manager, employees, agents, engineers, insurers, volunteers or attorneys, from any and all causes of action, claims and demands which SATCHELL may have against the VILLAGE and its Affiliates, and return the executed document to the VILLAGE; and (2) not file for unemployment benefits in relation to her employment with the VILLAGE. In the event SATCHELL revokes her approval of the Resignation and Severance Agreement and Release of All Claims, SATCHELL shall not be entitled to receive and the VILLAGE shall not be obligated to pay the Severance Benefit Payment provided for in this Section.
- E. Definition of "Cause." "Cause" is defined as (i) willful malfeasance or willful misconduct or failure to perform the duties required of SATCHELL in connection with her employment; (ii) SATCHELL'S gross negligence in performing any of her duties under this Agreement; (iii) SATCHELL'S being found guilty of any felony, or SATCHELL'S being found guilty of any misdemeanor involving dishonesty, a drug related offense or moral turpitude, or SATCHELL'S being convicted of any other misdemeanor (i.e., with a judgment of conviction being entered rather than an order of supervision being entered), but excluding any misdemeanor or petty offense which relates to a traffic violation (other than a misdemeanor DUI while operating a Village-owned vehicle) or infraction; (iv) SATCHELL'S willful breach of any written policy applicable to all employees adopted by SATCHELL, the Village Manager or the Village Board; or (v) material breach by SATCHELL of any of the terms of this Agreement.
- F. Discipline. For purposes of this Agreement, the VILLAGE and SATCHELL agree that Subsection 4.3 (Disciplinary Procedures) and Subsection 5.2 (Appeals from Disciplinary Action) of the Village's Personnel Policy Manual, as amended, shall apply to SATCHELL for any discipline action imposed on her that is less than termination. Discipline does not need to be progressive. All discipline actions in regard to SATCHELL shall be in writing and shall be delivered to SATCHELL.

6. **COMPENSATION AND BENEFITS.** In consideration of SATCHELL performing all of the duties required of the Finance Director as set forth in this Agreement, the VILLAGE shall continue to pay to SATCHELL the current salary of ONE HUNDRED THIRTY THOUSAND EIGHT HUNDRED AND THIRTY TWO AND 00/100 DOLLARS (\$119,974.40) per year, or, such sum otherwise agreed to by the Parties in writing from time to time. SATCHELL will also be entitled to the standard employee benefits (recognized paid holidays, vacation days, sick days, life insurance, Illinois Municipal Retirement Fund contributions, health insurance, etc.) provided to the Department Heads of the VILLAGE, except as modified herein. The salary set forth above and one or more of the benefits provided to SATCHELL may be increased or adjusted as part of the Annual Budget approval process, in the sole discretion of the Corporate Authorities, upon satisfactory performance by SATCHELL as determined by the Village Manager with input from the Corporate Authorities.

- A. Performance Reviews. The Manager will conduct at least an annual performance review or more frequent performance reviews of SATCHELL and will confidentially share the performance reviews with the Corporate Authorities as part of the Annual Budget process. In the event that an annual performance review is not performed or the Village Manager does not otherwise inform SATCHELL of an adjustment (increase or decrease) to her annual salary or inform SATCHELL that her salary is going to be kept at its current level, then her then-current salary shall remain fixed. The failure of the Village Manager to conduct an annual performance review shall not be a breach or violation of this Agreement.
- B. Exempt Employee. SATCHELL agrees that she is a salaried, exempt employee under the Fair Labor Standards Act and is not entitled to receive any additional compensation for overtime and compensatory time benefits under any federal or state employment law for performing the above mentioned duties and services under this Agreement. As an exempt employee, SATCHELL agrees that she is not subject to any minimum or maximum hourly work day or hourly work week. SATCHELL further agrees that she will perform the duties and services set forth in this Agreement typically during normal business hours, but understands that as the administrative director of the Finance Department, she is also on-call for purposes of performing such duties and services outside of normal business hours.
- C. Employee Benefits. SATCHELL will be entitled to the standard employee benefits (recognized paid holidays, vacation days, sick days, extended sick leave, life insurance, Illinois Municipal Retirement Fund or ICMA-RC contributions, health insurance, etc.) provided to the Department Heads of the Village, except as modified herein.
  - a. Vacation Days; Bank of Vacation Days: SATCHELL shall be entitled to accrue and use vacation days as set forth in the Village's Personnel Policy Manual, as amended. The VILLAGE also agrees to provide SATCHELL with a bank of four (4) weeks of vacation days (twenty (20) days) for immediate use.
  - b. Personal Days: SATCHELL shall be entitled to the use of four (4) personal days per calendar as set forth in the Village's Personnel Policy Manual, as amended.
  - c. Sick Days: SATCHELL shall be entitled to the use of sick days as set forth in the Village's Personnel Policy Manual, as amended.
  - d. Paid Holidays: SATCHELL shall be entitled to the following recognized paid holidays as set forth in the Village's Personnel Policy Manual, as amended: New Year's Day,

Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day or such other holidays as authorized by the VILLAGE.

- e. Employee Insurance Programs: SATCHELL shall be entitled to participate in the VILLAGE's employee health and other insurance programs as offered from time to time and as set forth in the VILLAGE'S Personnel Policy Manual, as amended. For the Term of this Agreement, the VILLAGE will contribute toward SATCHELL's employment insurance programs on the same basis and subject to the same conditions and restrictions as outlined for other full-time VILLAGE personnel, as amended from time to time.
- f. Reimbursement of Business Expenses: SATCHELL will be reimbursed for actual, documented expenditures made as a result of and/or in the course of the conduct of VILLAGE business in accordance with the VILLAGE'S Policy Governing Purchases and the Control and Use of Village Credit Cards. Receipt documentation will be required for reimbursement to be made by the VILLAGE for all said expenditures exceeding FIVE DOLLARS (\$5.00).

7. **TRAINING AND PROFESSIONAL DEVELOPMENT.** SATCHELL may, at the expense of the VILLAGE, maintain memberships and attend seminars and conferences intended to foster professional development at the local and national levels, such as the Government Finance Officers Association and the Illinois Government Finance Officers Association subject to the annual expense limitation set forth below in this Section. The VILLAGE also agrees that SATCHELL, on an annual basis, is authorized to attend mandatory training in order to maintain all required certifications and to comply with all mandated training requirements and reporting requirements of any State or federal certification or regulatory boards and/or agencies. The VILLAGE agrees to reimburse SATCHELL for the reasonable, actually incurred and documented costs associated with attendance at the annual training and professional development activities she participates in an amount **not exceed TWO THOUSAND DOLLARS (\$2,000.00)** each fiscal year, which amount is subject to the VILLAGE'S annual budget constraints as determined in the Corporate Authorities' sole discretion. The Parties agree that any unspent professional development funds can be allocated for use during the next annual fiscal year, subject to the maximum dollar amount stated above. The Parties also agree that SATCHELL'S attendance at the above professional development and training seminars and conferences shall be treated as paid work days.

8. **RESERVED.**

9. **RESERVED.**

10. **DEFERRED COMPENSATION.** To the extent applicable, the VILLAGE agrees to execute all necessary agreements provided by the Illinois Municipal Retirement Fund (IMRF) or other 457 Account, an Individual Retirement Account (IRA), Roth IRA Account, the Illinois Municipal Retirement Fund's Voluntary Additional Contribution Account, or the VILLAGE'S 125 Plan Account for SATCHELL'S participation in said retirement programs and plans, including any deferred compensation plan(s), and to transfer ownership to succeeding employers upon resignation or termination, as is legally possible at that time. The VILLAGE, in its sole discretion, may but it is not obligated to, make a contribution to SATCHELL'S deferred compensation plan(s) and the decision to not make such a contribution shall not be a breach of this Agreement. If the VILLAGE decides to make a contribution to SATCHELL'S deferred compensation plan(s), the contribution amount is subject to the VILLAGE'S annual budget constraints as

determined in the Corporate Authorities' sole discretion. SATCHELL shall have sole discretion as to which deferred compensation plan(s) any such contribution is deposited.

11. **RESIDENCY.** SATCHELL shall comply with the residency requirements contained in the Village Code or regulations promulgated thereunder during the Term of this Agreement.

12. **INDEMNIFICATION.** As a material inducement for the VILLAGE to enter into this Agreement, SATCHELL agrees to release, waive and hold harmless the VILLAGE and its Affiliates from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the termination of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise solely from the VILLAGE'S failure to fulfill its obligations under the Agreement.

The VILLAGE agrees to defend, indemnify and hold harmless SATCHELL from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of attorneys selected by the VILLAGE to defend SATCHELL, expert witnesses and consultants, court costs and fines, asserted against her or sought to be imposed upon her and which arise directly or indirectly out of or in connection in any way with her performance of the terms of this Agreement, provided that SATCHELL'S actions or conduct giving rise to any litigation or dispute are within the scope of the duties of Finance Director, but excepting from the indemnification those claims, actions, suits, damages, costs, expenses and liabilities arising from any criminal conduct, intentional conduct or willful or wanton conduct of SATCHELL.

13. **RETURN OF VILLAGE'S PROPERTY; ACCESS TO VILLAGE PROPERTY.** Upon the termination of this Agreement, SATCHELL shall immediately deliver to the VILLAGE any Village-owned motor vehicle and all correspondence, letters, e-mails, computer disks or stored information, Confidential Information (as defined in this Agreement), manuals, contracts, call reports, price lists, mailing lists, customer lists, advertising or product materials, photographs, ledgers, supplies, files, computers, pagers, cellular phones, beepers, other business-related equipment, Village and Department property, checks, petty cash, and all other material and records of any kind belonging to or relating to VILLAGE that are in the possession or control of SATCHELL. SATCHELL agrees that, subsequent to the termination of her employment with the Village, she will not access or attempt to access, directly or indirectly, by any matter whatsoever, the Village's computer network, including, without limitation, the Village's e-mail system, the Village's electronic document storage and retrieval system, and Village's computer network servers and related equipment.

14. **EXCLUSIVITY AND DUTY OF LOYALTY; LIMITED OUTSIDE ACTIVITIES.** During the term of this Agreement, SATCHELL shall not be self-employed in any kind of profit or nonprofit business venture, and shall not be employed by or work for compensation for any other person, corporation, partnership, or municipality of any kind without prior approval by the Corporate Authorities of the VILLAGE or the Village Manager. Recognizing that certain outside consulting or teaching opportunities confer indirect benefits to the VILLAGE and the community, SATCHELL may elect to accept limited teaching or consulting opportunities, with or without compensation, provided that such arrangements do not interfere with or conflict with the SATCHELL'S duties and responsibilities under this Agreement and she informs the Village Manager of the teaching or consulting commitments.

While employed by the VILLAGE, SATCHELL will conscientiously and diligently perform all required acts and duties to the best of her ability and in a manner satisfactory to the VILLAGE. SATCHELL agrees that at all times during her employment that she owes the VILLAGE a duty of loyalty and a duty to act in good faith. SATCHELL agrees that at all times during her employment that she owes the VILLAGE a duty of loyalty and a duty to act in good faith. SATCHELL agrees that during her employment with the VILLAGE, she will not individually, or in combination with any other employee, violate or breach the terms of this Agreement.

15. **CONFIDENTIALITY.** "Confidential Information" means all records, documents, information, passwords, and other materials whether original, duplicated, computerized, memorized, handwritten, or in any other form, including but not limited to any intellectual property of the VILLAGE, resident information, employment information, financial data, staff or official proposals or memoranda, real property related information, potential or actual litigation information, strategic plans, and other data disclosed, entrusted or made available to SATCHELL by the VILLAGE, obtained through SATCHELL'S own efforts while working for the VILLAGE or developed by SATCHELL while employed by the VILLAGE, which is not available to the public at large. Confidential Information shall also include all information relating to ongoing criminal investigations being conducted by or worked on the VILLAGE'S Police Department or other law enforcement agencies, without limitation: physical evidence, reports, tips, witness statements and identities, interrogations, theories, methods, investigation reports, pictures, audio and video recordings, laboratory analyses and documents. Confidential Information shall not include:

- a. Information that, at the time of disclosure, is in the public domain or is otherwise available to SATCHELL on a non-confidential basis; and
- b. Information disclosed that, after disclosure, becomes part of the public domain by publication or otherwise, through no action or fault of SATCHELL.

A. **Confidentiality/Non-Disclosure.** All Confidential Information is sensitive and confidential and any misuse or unauthorized disclosure of Confidential Information will materially affect the effective and successful conduct of the government, business and goodwill of the Village.

- a. SATCHELL agrees that any Confidential Information viewed, received, obtained or generated during the course of performing her duties and services for the VILLAGE is to be held in the strictest confidence and may only be used in the completion of those law enforcement duties and services, whether she continues to be employed by the VILLAGE or not.
- b. SATCHELL agrees that Confidential Information is the sole and exclusive property of the VILLAGE and shall make all reasonable, necessary and appropriate efforts to safeguard the Confidential Information from disclosure to unauthorized persons, other than as permitted by this Agreement.
- c. SATCHELL agrees that she will not otherwise disclose or reveal, in any manner or for any reason, any Confidential Information, during her employment with the VILLAGE or at any time thereafter, to any person or entity without first receiving written authorization from the Village Manager unless such disclosure is required by a court order and the VILLAGE decides not to contest the court order. This confidentiality covenant shall not prohibit SATCHELL from continuing to cooperate with any law enforcement personnel or prosecutorial personnel on any cases, investigations or matters of any kind that involve Confidential Information. SATCHELL agrees, to the extent allowable under law and upon request, she shall inform the Village Manager, the Police Chief or the Village Attorney of

such continuing cooperation with any law enforcement personnel or prosecutorial personnel on any cases, investigations or matters of any kind that involve Confidential Information after the termination of this Agreement.

- d. It is understood and agreed that the VILLAGE is not waiving any applicable privilege, protection or confidentiality with respect to third parties, either impliedly or explicitly, by the sharing of Confidential Information with SATCHELL under this Agreement. All Confidential Information covered by this Agreement, and any work-product or report or document or information reviewed, used or prepared by SATCHELL during the term of this Agreement is subject to the privileges and the exemptions contained at Sections 7(1)(a), 7(1)(b), 7(1)(b-5), 7(1)(d) and 7(1)(m) of the Illinois Freedom of Information Act (5 ILCS 140/, as amended) and all applicable legal enforceable privileges found in state or federal law.
- e. In the event that SATCHELL is ever requested in a judicial, administrative or governmental proceeding to disclose any Confidential Information, SATCHELL will promptly notify the VILLAGE Manager and the Village Attorney so that the VILLAGE may seek a protective order or other appropriate remedy and/or waive compliance with this Agreement. If disclosure of the Confidential Information is required, SATCHELL may furnish the required material, but SATCHELL will furnish only that portion of Confidential Information that legally is required. The above notification obligation and this non-disclosure covenant shall survive the termination of this Agreement and remaining binding on Employee.
- f. Termination of this Agreement shall not constitute a waiver of the confidentiality obligations contained in this Agreement or the attorney/client or work-product privileges or any other applicable privilege recognized by state or federal law. Upon termination, each Party shall continue to take such action as is necessary or prudent to preserve the confidentiality of the Confidential Information as well as the enforcement of the applicable privileges that apply to the Confidential Information. The confidentiality obligations of a Party that has received documents or other Confidential Information pursuant to this Agreement shall survive and remain in effect following any such termination of this Agreement. In the event that either Party, for any reason, terminates this Agreement, SATCHELL shall immediately deliver or cause to be delivered to the Village Manager or the Village Attorney (without retaining any copies thereof) any and all Confidential Information and all records, documents, statements or other written information obtained from the VILLAGE containing Confidential Information, along with a signed Affidavit that such Confidential Information and other documents have been returned by SATCHELL and that she has fully complied with the terms of this Subsection.

16. **TAXES.** All salary, benefits, reimbursements and any other payments to SATCHELL under this Agreement shall be subject to all applicable payroll and withholding taxes and deductions required by any law, rule or regulation of Federal, Illinois, county or local authority. SATCHELL agrees that she shall be responsible for the payment of her share of any such required Federal, Illinois, county or local taxes.

17. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the Parties concerning SATCHELL'S employment with the VILLAGE and supersedes all prior negotiations, discussions, understandings and agreements, whether written or oral, between SATCHELL and the VILLAGE relating to the subject matter of this Agreement. No provision of this Agreement may be amended or waived unless such amendment or waiver is mutually agreed to in writing and signed by SATCHELL and by the Village President and Clerk of the VILLAGE, or their designees, with the consent of the Corporate Authorities.

18. **SEVERABILITY.** If any provision of this Agreement or the application of any such provision to any party shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected, and each remaining provision of this Agreement shall be considered valid and shall be enforced to the fullest extent permitted by law.

19. **ASSIGNMENT.** This Agreement is a personal contract, and the rights and interest that the Agreement accords to SATCHELL may not be sold, transferred, assigned, pledged, encumbered, or hypothecated by her. This Agreement shall be binding upon, and inure to the benefit of, SATCHELL, her heirs, executors, administrators, representatives, successors, transferees, and assigns, and the VILLAGE and its former, current and future elected and appointed officers, officials, trustees, agents, transferees, assigns, and successors-in-interest.

20. **NOTICES.** All notices, demands or other communications of any kind to be given or delivered under this Agreement shall be in writing and shall be deemed to have been properly given if (a) delivered by hand, (b) delivered by a nationally recognized overnight courier service, (c) sent by registered or certified United States Mail, return receipt requested and first class postage prepaid, or (d) facsimile transmission followed by a transmission confirmation copy being sent by U.S. Mail on the same day. Such communications shall be sent to the parties at their respective addresses as follows:

If to SATCHELL:

Lanya Satchell

Address

Maywood, Illinois 60153

(p) (708) 257-5794

If to VILLAGE:

Village Manager

40 Madison Street

Village of Maywood

Maywood, Illinois 60153

(p) (708) 450-6301

Either Party may change such address for delivery to the other Party by delivery of a notice in conformity with the provisions of this Section specifying such change. Notice shall be deemed proper (i) on the date of delivery, if delivery is by hand, (ii) three (3) days after the date of mailing if sent by certified or registered mail, (iii) on the date of delivery by the overnight courier, or (iv) on the facsimile transmission date if sent before 4:30 p.m.; otherwise, the next business day after the date of transmission by facsimile.

21. **HEADINGS.** All descriptive headings of Sections and Paragraphs in this Agreement are intended solely for convenience of reference, and no provision of this Agreement is to be construed by reference to the heading of any Section or Paragraph.

22. **REMEDIES FOR BREACH.** If one Party breaches any of the terms of this Agreement, then the party who breaches the Agreement shall be liable for the payment of all damages, costs and expenses, including all attorneys' fees incurred by the non-breaching Party, in connection with any lawsuit or action to enforce the terms of the Agreement.

23. **VENUE AND APPLICABLE LAW.** The statutes and common law of the State of Illinois shall govern the interpretation, validity, enforcement and performance of the terms of this Agreement. The Parties agree that for the purpose of any litigation or proceeding brought with respect to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois (Daley Center

Court House) or the United States District Court, Northern District of Illinois (Chicago). SATCHELL and VILLAGE agree to submit to the jurisdiction of either court for the purpose of any such litigation or proceeding.

24. **ADMISSIBILITY.** The Parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.

25. **ATTORNEY REVIEW.** SATCHELL acknowledges that she fully understands all of the terms, conditions, provisions, and obligations of this Agreement, that she was not coerced into signing it, that he was represented by an attorney of her own choosing during the negotiation of this Agreement, and that she executed this Agreement voluntarily and with full knowledge and understanding of the meaning and significance of its terms, conditions, provisions, and obligations.

26. **DISCLOSURE.** Subject to any applicable exception of the Freedom of Information Act (5 ILCS 140/), as amended, SATCHELL and the VILLAGE acknowledge that this Agreement is a public record, as that term is defined under FOIA, and therefore is subject to inspection and copying by the public if requested pursuant to a FOIA request.

27. **EXHIBITS.** The following Exhibit is attached hereto and made a part hereof:

Exhibit "1" - Resignation and Severance Agreement and Release of All Claims

**IN WITNESS WHEREOF**, the Village of Maywood, pursuant to the authority granted by the passage of a Resolution by its Board of Trustees, directed that this Employment Agreement be executed by the Village President and attested by the Village Clerk, or their designees, and Lanya Satchell has voluntarily executed this Agreement (and her signature has been verified by a Notary Public) on the respective dates set forth below.

**LANYA SATCHELL**

By: \_\_\_\_\_  
Lanya Satchell

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Notary Public

Date: \_\_\_\_\_

**VILLAGE OF MAYWOOD**

By: \_\_\_\_\_  
Nathaniel George Booker,  
Village President

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Gwaine Dianne Williams,  
Village Clerk

Date: \_\_\_\_\_

**Exhibit "1"**

Resignation and Severance Agreement and Release of All Claims

Exhibit "1" - DRAFT – 7.28.2021

RESIGNATION AND SEVERANCE AGREEMENT

AND RELEASE OF ALL CLAIMS

**[NOTE: You have twenty-one (21) calendar days to consider this Agreement.  
In addition, you are advised to consult with an attorney before signing this Agreement.]**

This **RESIGNATION AND SEVERANCE AGREEMENT AND RELEASE OF ALL CLAIMS** ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_, an individual ("Employee") and the Village of Maywood, an Illinois municipal corporation ("VILLAGE"). The VILLAGE and the Employee are at times referred to herein individually as a "Party" and collectively as the "Parties". The VILLAGE and the Employee are at times referred to herein individually as a "Party" and collectively as the "Parties".

**RECITALS**

**WHEREAS**, an Employment Agreement has been entered into between Employee and the VILLAGE, dated \_\_\_\_\_, 20\_\_ and approved by the Village Board under Resolution No. R-20\_\_\_\_\_ (collectively the "Employment Agreement"); and

**WHEREAS**, pursuant to Section 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7), the Employment Agreement of Employee expired on \_\_\_\_\_, 202\_\_, when the term of office of Mayor \_\_\_\_\_ ended OR the Employment Agreement has been terminated by operation of Section 5-3-7 of the Illinois Municipal Code (65 ILCS 5/5-3-7) by a majority vote of the corporate authorities as of \_\_\_\_\_, 202\_\_, and is no longer in effect OR the Employment Agreement has been terminated by the mutual consent of the Parties; and

**WHEREAS**, since the expiration of the Employment Agreement, Employee has been employed as an "at-will" employee of the VILLAGE and has agreed to voluntarily resign from his/her employment with the VILLAGE, effective \_\_\_\_\_, 202\_\_ (the "Resignation Date"); and

**WHEREAS**, the VILLAGE has agreed to pay to Employee certain compensation and benefits to which Employee would otherwise not be entitled, in exchange for Employee's resignation and the promises of Employee contained in this Agreement; and

**WHEREAS**, the VILLAGE and Employee now desire to mutually set forth the terms of the resignation of Employee's employment with the VILLAGE. It is the desire of the VILLAGE and the Employee to settle and resolve all the terms of Employee's resignation from employment with the VILLAGE and to fix and determine all of the rights of each Party with regard to Employee's employment, and the resignation thereof, and all related matters, including but not limited to payment of severance and temporary continuation of certain benefits provided for under this Agreement, any disputes existing between them as of the Effective Date (as defined below) of this Agreement, and any claims that could be brought by either Employee against the VILLAGE in relation to the employment relationship and the termination of that relationship; and

**WHEREAS**, the considerations exchanged herein do not constitute and shall not be interpreted as an admission of liability or of any sort of wrongdoing on the part of Employee or the VILLAGE, or as any violation of any federal, State or local statute, ordinance, regulation, order or common law; and

**WHEREAS**, it is in the best interests of both Parties to enter into this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the Parties' mutual promises, and the financial compensation and other valuable consideration set forth herein, the sufficiency of which is acknowledged, the VILLAGE and Employee agree as follows:

1. **Incorporation.** The initial statements contained in the above Whereas paragraphs are incorporated into this Section 1 as if fully set forth herein and are material terms of this Agreement.

2. **Employment Agreement.** The Parties acknowledge the termination of the Employment Agreement as follows: Upon the Effective Date of this Agreement, the Employment Agreement has already expired and has been terminated by operation of Section 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7) as of \_\_\_\_\_, 2021, and is no longer in effect OR Upon the Effective Date of this Agreement, the Employment Agreement has been terminated by operation of Section 5-3-7 of the Illinois Municipal Code (65 ILCS 5/5-3-7) by a majority vote of the corporate authorities as of \_\_\_\_\_, 202\_\_, and is no longer in effect OR Upon the Effective Date of this Agreement, the Employment Agreement has been terminated by the mutual consent of the Parties.

3. **Resignation of Employment.** Employee voluntarily resigns and terminates his/her employment with the VILLAGE effective \_\_\_\_\_, 202\_\_ at \_\_:00 a.m./p.m. (the "Separation Date").

4. **Compensation Owed.** Employee acknowledges full receipt of all compensation, reimbursements and employment benefits owed to him/her to date, excluding the severance payments and all other severance-related benefits to be provided under this Agreement, by the VILLAGE through the payroll period of \_\_\_\_, 202\_\_, and waives any and all claims relating to same.

5. **Separation Benefit.** Subject to the provisions of this Agreement, and in consideration for entering into this Agreement and for the severance payments and other severance-related benefits set forth herein, the VILLAGE shall provide Employee with the following separation benefits (individually and collectively, "Separation Benefits"):

- a. The VILLAGE shall pay Employee a separation payment equal to: Two (2) months of salary in the gross amount of \_\_\_\_ THOUSAND \_\_ HUNDRED \_\_\_\_ AND \_\_/100 DOLLARS (\$\_\_\_\_) and shall further pay Employee for \_\_ (\_\_) accrued but unused vacation days in the gross amount of \_\_\_\_ THOUSAND AND 00/100 DOLLARS (\$\_\_\_\_) for a grand total of \_\_\_\_\_ THOUSAND \_\_ HUNDRED AND 00/100 DOLLARS (\$\_\_\_\_), less normal tax withholding and any applicable employee benefit contributions (the "Separation Payment"). The Separation Payment shall be payable in a one-time lump sum as part of the next regularly scheduled payroll date that falls after the expiration of the Revocation Period (as defined below in Paragraph 19), provided Employee does not revoke his/her acceptance of this Agreement. All normal and customary withholdings shall be made from the Separation Payment.
- b. The VILLAGE, in its sole discretion, shall provide Employee with continuing health insurance benefits, at the VILLAGE'S expense, from the Separation Date through until \_\_\_\_\_, 202\_\_ in accordance with the applicable federal and/or State law (e.g.,

continuation of health insurance option under the Illinois Municipal Retirement Fund Law). Thereafter, Employee shall be entitled to continue coverage under COBRA, at his/her sole expense, subject to the requirements of that statute.

- c. Pursuant to Section 6 (Compensation) of the Employment Agreement, the Parties agree that Employee is entitled to receive compensation for the \_\_\_\_ (\_\_) accrued but unused vacation days payable on a per diem basis at his/her current salary, which equals \$\_\_\_\_ per day. The value of compensation for the Employee's accrued but unused vacation days equals \_\_\_\_\_ THOUSAND \_\_\_\_\_ HUNDRED AND 00/100 DOLLARS (\$\_\_\_\_.00) and has been included in the Separation Payment. Employee acknowledges and agrees that this amount fully compensates him/her for all earned but unused vacation time that he/she is entitled to be compensated for.
- d. The Separation Payment, and any other benefits included herein, do not constitute, nor are they intended to be, payment of compensation to Employee for the performance of any services to the VILLAGE after the Separation Date. Employee acknowledges that he/she shall have no claim for any additional unused accrued vacation days, sick days or any other compensation due. Employee also acknowledges and agrees that he/she is not entitled to any other severance payments or severance benefits and no other VILLAGE benefits of any kind or nature, except as set forth in this Agreement, and that the one-time lump sum Separation Payment shall not be made until after the expiration of the Revocation Period (as defined below in Paragraph 19). as set forth in Paragraph 19 of this Agreement.
- e. The VILLAGE will not seek to terminate Employee for Cause, as defined in Section 5 of the Employment Agreement.
- f. The VILLAGE'S payment to Employee of the Separation Payment in accordance with this Agreement is in full satisfaction and discharge of any and all amounts due or payable to Employee by the VILLAGE, whether salary, vacation pay, bonus, severance, expense reimbursement or otherwise.
- g. Employee agrees that all tax liability, which may result from the Separation Payment, payment of other compensation due him/her and the provision of benefits as set forth in this Agreement, rests with him/her alone.
- h. Employee agrees to not file for unemployment insurance benefits in exchange for payment of the Separation payment.

6. **Consideration.** Employee acknowledges that he/she would not be entitled to the Separation Benefits provided for in Paragraph 5 above (other than that portion attributable to his/her earned but unused vacation time) in the absence of him/her signing this Agreement, that the Separation Benefits constitute a substantial economic benefit to Employee, and that they constitute good and valuable consideration for the various commitments undertaken by Employee in this Agreement.

7. **Transition; Cooperation.** Employee agrees that he/she will work in good faith with the VILLAGE to coordinate a smooth and effective transition to Employee's successor, and will assist in such transition in a professionally reasonable manner.

8. **Parties Released.** For purposes of this Agreement, the term "VILLAGE Releasees" means the Village of Maywood, each of its past, present and future representatives, officers, appointed and elected officials, mayor/president and trustees, agents, employees, engineers, insurers, volunteers and attorneys.

9. **General Release.** Employee, for and on behalf of himself/herself/herself and each of his/her personal and legal representatives, heirs, devisees, executors, successors and assigns, hereby acknowledges full and complete satisfaction of, and fully and forever waives, releases, acquits and discharges the VILLAGE Releasees from, any and all claims, causes of action, demands, liabilities, damages, obligations and debts (collectively referred to as "Claims") of every kind and nature, whether known or unknown, suspected or unsuspected, or fixed or contingent, which Employee holds as of the date Employee signs this Agreement, or at any time previously held against the VILLAGE Releasees, or any of them, arising out of any matter whatsoever (with the exception of breaches of this Agreement). This General Release specifically includes, but is not limited to, any and all Claims:

- a. Arising out of or in any way related to Employee's employment with the VILLAGE, or the termination of Employee's employment;
- b. Arising out of or in any way related to any contract or agreement between Employee and the VILLAGE, including but not limited to the Employment Agreement;
- c. Arising under or based on the Equal Pay Act of 1963; Title VII of the Civil Rights Act of 1964; Section 1981 of the Civil Rights Act of 1866; the Americans With Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Fair Labor Standards Act of 1938; the National Labor Relations Act; the Worker Adjustment and Retraining Notification Act of 1988; the Employee Retirement Income Security Act of 1974 ("ERISA") (excepting claims for vested benefits, if any, to which Employee is legally entitled thereunder); the Illinois Constitution; the Illinois Human Rights Act; The Illinois Wage Payment and Collection Act, the Cook County Human Rights Ordinance; or any other federal, state, county or local law, statute, ordinance, decision, order, policy or regulation prohibiting employment discrimination; providing for the payment of wages or benefits; or otherwise creating rights or claims for employees or officers, including, but not limited to, any and all claims alleging breach of public policy; the implied obligation of good faith and fair dealing; or any express, implied, oral or written contract,; handbook,; manual,; policy statement or employment practice; or alleging misrepresentation,; defamation,; libel; or slander; interference with contractual relations; intentional or negligent infliction of emotional distress; invasion of privacy; false imprisonment; assault; battery; fraud; negligence; or wrongful discharge; and
- d. Arising under or based on the Age Discrimination in Employment Act of 1967 ("ADEA"), as amended by the Older Workers Benefit Protection Act ("OWBPA"), and alleging a violation thereof based on any action or failure to act by the VILLAGE Releasees, or any of them, at any time prior to the Effective Date of this Agreement.

10. **Intended Scope of Release.** It is the intention of the Parties, and is fully understood and agreed by them, that this Agreement includes a General Release of all Claims (with the exception of breaches of this Agreement and claims for vested benefits, if any, to which Employee is legally entitled under ERISA) that Employee holds or previously held against the VILLAGE Releasees, or any of them, whether or not they are specifically referred to herein. No reference herein to any specific claim, statute or obligation is intended to limit the scope of this General Release and, notwithstanding any such reference, this Agreement shall be effective as a full and final bar to all Claims of every kind and nature, whether known or unknown, suspected or unsuspected, or fixed or contingent, released in this Agreement. Excluded from the General Release set forth above in Paragraph 9 are any claims which cannot be waived by law. Also excluded from the General Release set forth above in Paragraph 9 are the rights to file a charge with or participate in an investigation conducted by an administrative, legislative or judicial agency, or to report any allegations of unlawful conduct to federal, State or local officials for investigation. Employee does waive, however, his/her right to any monetary recovery should the Equal

Employment Opportunity Commission or any other agency pursue any claims on his/her behalf if he/she files a charge or participates in an investigation.

11. **Employee Waiver of Rights.** As part of the foregoing General Release set forth above in Paragraph 9, Employee is waiving all of his/her rights to any recovery, compensation, or other legal, equitable or injunctive relief (including, but not limited to, compensatory damages, liquidated damages, punitive damages, back pay, front pay, attorneys' fees, and reinstatement to employment), from the VILLAGE Releasees, or any of them, in any administrative, arbitral, judicial or other action brought by or on behalf of Employee in connection with any Claim released in this Agreement.

12. **Covenant Not to Sue.** In addition to all other obligations contained in this Agreement, Employee agrees that Employee will not initiate, bring or prosecute any suit or action against any of the VILLAGE Releasees in any federal, State, county or municipal court, with respect to any of the Claims released in this Agreement. Further, Employee is aware of no claims or causes of action which he/she has or might have against the VILLAGE or the VILLAGE Releasees except those he/she is releasing and for which he/she is covenanting not to sue the VILLAGE or the VILLAGE Releasees.

13. **Remedies for Breach.**

- a. If Employee, or anyone on Employee's behalf, initiates, brings or prosecutes any suit or action against any or all of the VILLAGE Releasees in any federal, State, county or municipal court, with respect to any of the Claims released in this Agreement, or if Employee breaches any of the terms of this Agreement, then: (a) Employee shall be liable for the payment of all damages, costs and expenses, including all attorneys' fees incurred by the VILLAGE Releasees, or any of them, in connection with such suit, action or breach; (b) the VILLAGE shall no longer be obligated to make any Separation Payments not already made to Employee prior to Employee's breach of this Agreement; and (c) Employee, upon demand by the VILLAGE, shall repay to the VILLAGE the value of the Separation Benefits and the premiums paid, pursuant to Paragraph 5 above, previously provided to Employee.
- b. If the VILLAGE breaches any of the terms of this Agreement, then the VILLAGE shall be liable for the payment of all damages, costs and expenses, including all attorneys' fees incurred by Employee, in connection with such suit, action or breach.

14. **No Admission of Liability.** Nothing in this Agreement constitutes or shall be construed as an admission of liability on the part of the VILLAGE Releasees, or any of them. The VILLAGE Releasees expressly deny any liability of any kind to Employee, and particularly any liability arising out of or in any way related to Employee's employment with the VILLAGE or the termination of Employee's employment.

15. **Warranty of Return of VILLAGE Property.** Employee warrants and acknowledges that Employee has turned over or will turn over to the VILLAGE, on or before \_\_:00 a.m./p.m. (CST) on \_\_\_\_\_, 202\_\_, all Confidential Information (as defined in the Employment Agreement), equipment or other property issued to Employee by the VILLAGE, along with all documents, notes, computer files, VILLAGE credit cards, keys, alarm codes, alarm instructions, and other materials which Employee had in Employee's possession or subject to Employee's control, relating to the VILLAGE and/or any of its members. Employee further warrants and acknowledges that Employee has not retained any such documents, notes, computer files or other materials (including any copies or duplicates thereof).

16. **Covenant Not to Access VILLAGE's Computer Network.** Employee agrees that, subsequent to the termination of Employee's employment with the VILLAGE, Employee will not access or attempt to access, directly or indirectly, by any manner whatsoever, the VILLAGE's computer network, including, without limitation, the VILLAGE's email system, the VILLAGE's electronic document storage and retrieval system, and the VILLAGE's computer network servers and related equipment.

17. **Warranty of Understanding and Voluntary Nature of Agreement.** Employee acknowledges that Employee has carefully read and fully understands all of the provisions of this Agreement; that Employee knows and understands the rights Employee is waiving by signing this Agreement; and that Employee has entered into this Agreement knowingly and voluntarily, without coercion, duress or overreaching of any sort. Employee has had the opportunity to review and discuss this Agreement with his/her attorney and he/she fully understands this Agreement's provisions and their legal and practical effect.

18. **Time to Consider and Attorney Consultation.** EMPLOYEE AGREES AND ACKNOWLEDGES THAT THE VILLAGE HAS ADVISED HIM/HER TO CONSULT WITH AN ATTORNEY REGARDING THIS AGREEMENT PRIOR TO SIGNING BELOW. EMPLOYEE UNDERSTANDS AND AGREES THAT HE/SHE HAS BEEN PROVIDED WITH AT LEAST TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER HIS/HER ACCEPTANCE OF THIS AGREEMENT AND THE ABILITY TO CONSULT WITH COUNSEL, AND THAT HE/SHE HAS BEEN ADVISED OF HIS/HER RIGHT TO CHANGE HIS/HER MIND AND REVOKE HIS/HER ACCEPTANCE OF THIS AGREEMENT AT ANY TIME WITHIN SEVEN (7) CALENDAR DAYS FROM THE DATE, AS SHOWN BELOW, ON WHICH HE/SHE HAS SIGNED THIS AGREEMENT.

19. **Revocation Period.** EMPLOYEE AGREES AND UNDERSTANDS THAT HE/SHE MAY REVOKE HIS/HER APPROVAL OF THIS AGREEMENT WITHIN SEVEN (7) CALENDAR DAYS AFTER HE/SHE SIGNS THIS AGREEMENT, AND THAT THIS AGREEMENT SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL EIGHT (8) CALENDAR DAYS AFTER THE DATE ON WHICH EMPLOYEE SIGNS BELOW. IN ORDER TO REVOKE THIS AGREEMENT, EMPLOYEE MUST DELIVER A WRITTEN NOTICE TO THE MAYWOOD VILLAGE MANAGER'S OFFICE, AT VILLAGE HALL AT 40 EAST MADISON STREET, MAYWOOD, ILLINOIS, OF EMPLOYEE'S DECISION TO REVOKE HIS/HER APPROVAL OF THIS AGREEMENT, AND SAID NOTICE MUST BE RECEIVED BY THE VILLAGE MANAGER'S OFFICE NO LATER THAN SEVEN (7) CALENDAR DAYS FOLLOWING THE DATE OF EMPLOYEE'S EXECUTION OF THIS AGREEMENT. IF EMPLOYEE DOES NOT REVOKE HIS/HER APPROVAL OF THIS AGREEMENT, HE/SHE WILL RECEIVE THE SEPARATION PAYMENT AND SEPARATION BENEFITS DESCRIBED IN THIS AGREEMENT, AND THIS AGREEMENT SHALL BECOME EFFECTIVE AND ENFORCEABLE ON THE DATE IMMEDIATELY AFTER THE SEVEN (7) CALENDAR DAY REVOCATION PERIOD EXPIRES (THE "EFFECTIVE DATE").

20. **No Re-Employment.** Employee agrees that Employee will not seek re-employment with the VILLAGE.

21. **Non-Disclosure; Confidentiality.** Employee agrees that she will comply with the terms of Section 15 (Confidentiality) of the Employment Agreement and shall further not disclose, convey, transmit or make known or available, to any individual, partnership, corporation, organization or entity, any "Confidential Information" pertaining to or regarding the VILLAGE. Employee agrees to keep this Agreement and its terms strictly confidential and shall not discuss same with any person, except with Employee's immediate family, tax preparers and attorneys, provided that any person with whom Employee discusses this Agreement also agrees to keep it confidential. Employee agrees to assume

responsibility for any such person's confidentiality obligations. Employee may, however, fully respond to questions from governmental entities or discuss this Agreement if required to do so by law. Nothing in this section shall be construed as prohibiting the Parties from providing truthful testimony, responding to a subpoena, cooperating with any government official or agency, truthfully communicating with any government official or agency, or complying with the applicable provisions of the Open Meetings Act (5 ILCS 120/1, *et seq.*) and the Freedom of Information Act ("FOIA") (5 ILCS 140/1, *et seq.*). This Agreement is subject to public inspection and photocopying and distribution to the public pursuant to a FOIA request.

22. **Severability.** The provisions of this Agreement are fully severable. Therefore, if any provision of this Agreement is for any reason determined to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of any of the remaining provisions. Furthermore, any invalid or unenforceable provisions shall be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or, if such provision cannot under any circumstances be modified or restricted, it shall be excised from this Agreement without affecting the validity or enforceability of any of the remaining provisions. The Parties agree that any such modification, restriction or excision may be accomplished by their mutual written agreement or, alternatively, by disposition of a court or other tribunal.

23. **Entire Agreement/Integration.** This Agreement constitutes the sole and entire agreement between Employee and the VILLAGE with respect to the subjects addressed in it, and supersedes all prior or contemporaneous agreements, understandings and representations, oral and written, including but not limited to the Employment Agreement, with respect to those subjects.

24. **No Waiver By the VILLAGE.** No waiver, modification or amendment of any of the provisions of this Agreement shall be valid and enforceable unless in writing and executed by Employee and the VILLAGE's President, or his/her designee, or the VILLAGE approval is effective by operation of law.

25. **Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of, Employee and Employee's personal and legal representatives, heirs, devisees, executors, successors and assigns, and the VILLAGE, its successors and assigns.

26. **Choice of Law; Jurisdiction.** This Agreement and any amendments hereto shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles.

27. **Amendments.** This Agreement may not be amended, revoked, changed or modified except by way of a written agreement executed by Employee and the VILLAGE's President of the Board.

28. **Counterparts.** This Agreement may be executed in counterparts and shall be binding upon both Parties in the same manner as though all Parties' signatures appeared in a single, signed Agreement.

**NOTICE TO EMPLOYEE: BY SIGNING THIS AGREEMENT YOU ARE WAIVING YOUR RIGHTS ARISING PRIOR TO THE DATE OF THIS AGREEMENT, IF ANY, UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT, AS AMENDED.**

**YOU ARE ALSO GENERALLY RELEASING VILLAGE FROM ANY AND ALL OTHER CLAIMS YOU MAY HAVE.**

**PRIOR TO SIGNING THIS AGREEMENT YOU SHOULD CONSULT AN ATTORNEY.**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**EMPLOYEE**

By: \_\_\_\_\_  
EMPLOYEE

Date: \_\_\_\_\_, 201\_\_

**ATTEST:**

By: \_\_\_\_\_  
Notary Public

Date: \_\_\_\_\_

**VILLAGE OF MAYWOOD**

By: \_\_\_\_\_  
Village President

Date: \_\_\_\_\_, 201\_\_

**ATTEST:**

By: \_\_\_\_\_  
Village Clerk

Date: \_\_\_\_\_

**EXHIBIT "A"**

**COBRA NOTICE**

**(incorporated herein by reference)**

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my office, entitled:

**RESOLUTION NO. R-2021- \_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE  
EXECUTION OF AN EMPLOYMENT AGREEMENT  
FOR THE POSITION OF FINANCE DIRECTOR  
(Lanya Satchell)**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 17th day of August, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 17th day of August, 2021.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this \_\_\_\_th day of August, 2021.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

[SEAL]



**PUT ON VILLAGE OF MAYWOOD LETTERHEAD**

**NOTICE OF POSTING IN COMPLIANCE WITH SECTION 7.3  
OF THE ILLINOIS OPEN MEETINGS ACT (5 ILCS 120/7.3)  
(Village Employees With Total Compensation Packages of \$150,000+ per year)**

The following document has been posted on the Village's website and in the Village Hall in order to comply with the provisions of Section 7.3 of the Illinois Open Meetings Act (5 ILCS 120/7.3):

- Summary Statement of all Village employees whose total compensation package is equal to or in excess of \$150,000 per year.

**NAMES OF EMPLOYEES:**

1. Chasity Wells-Armstrong (Village Manager) (2021 Salary: \$155,500.00; Housing Allowance: None; Commuter Travel Allowance: \$200.00 per month (paid only while CWA resides outside of the 15-mile radius of the Village's corporate boundaries); Incentive for Declining Village's Health Insurance Program: Not to exceed \$10,000.00 per year; Professional Development: \$6,000.00 per year; 457 Plan Match: Village matches employee contributions up to a maximum amount of 2% of annual salary; Health Insurance Premium: None (unless coverage under spouse's plan ends, then \$22,000.00 family health insurance premium per year; 4 personal days per year; 20 vacation days per year; and 6 sick days per year).
2. Craig Bronaugh (Fire Chief) (2021 Salary: \$130,832.00; Professional Development: \$2,000.00 per year; 457 Plan Match: TBD by the Village Board as part of each Annual Budget; Health Insurance Premium: \$22,000.00 family health insurance premium per year; 4 personal days per year; 20 vacation days per year; and 6 sick days per year).
3. Lanya Satchell (Finance Director) (2021 Salary: \$119,974.40; Professional Development: \$2,000.00 per year; 457 Plan Match: TBD by the Village Board as part of each Annual Budget; Health Insurance Premium: \$22,000.00 family health insurance premium per year; 4 personal days per year; 20 vacation days per year; and 6 sick days per year).

**Section 7.3 of the Open Meetings Act:** Duty to post information pertaining to benefits offered through the Illinois Municipal Retirement Fund.

(a) Within 6 business days after an employer participating in the Illinois Municipal Retirement Fund approves a budget, that employer must post on its website the total compensation package for each employee having a total compensation package that exceeds \$75,000 per year. If the employer does not maintain a website, the employer must post a physical copy of this information at the principal office of the employer. If an employer maintains a website, it may choose to post a physical copy of this information at the principal office of the employer in lieu of posting the information directly on the website; however, the employer must post directions on the website on how to access that information.

(b) At least 6 days before an employer participating in the Illinois Municipal Retirement Fund approves an employee's total compensation package that is equal to or in excess of \$150,000 per year, the employer must post on its website the total compensation package for that employee. If the employer does not maintain a website, the employer shall post a physical copy of this information at the principal office of the employer. If an employer maintains a website, it may choose to post a physical copy of this information at the principal office of the employer in lieu of posting the information directly on the website; however, the employer must post directions on the website on how to access that information.

(c) For the purposes of this Section, "total compensation package" means payment by the employer to the employee for salary, health insurance, a housing allowance, a vehicle allowance, a clothing allowance, bonuses, loans, vacation days granted, and sick days granted.

Posted by Village Manager Chasity Wells-Armstrong

Posting date: July \_\_\_/ August \_\_, 2021.



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**MEMORANDUM**

**TO: President Nathaniel George Booker and Board of Trustees, Village of Maywood**  
**FROM: Michael T. Jurusik**  
**DATE: July 28, 2021**  
**RE: Appointment of Village President Nathaniel George Booker as the Combined Community Public Member/PSAP Representative to Serve on IKE Joint Emergency Telephone System Board ("IKE JETSB")**

Per the request of Village Manager Chasity Wells-Armstrong, I have enclosed the following document for review and consideration at the August 3, 2021 Committee of the Whole Meeting and action at the August 17, 2021 Special Village Board Meeting:

A RESOLUTION APPROVING THE APPOINTMENT OF VILLAGE PRESIDENT NATHANIEL GEORGE BOOKER AS THE COMBINED COMMUNITY PUBLIC MEMBER/PSAP REPRESENTATIVE TO SERVE ON THE IKE JOINT EMERGENCY TELEPHONE SYSTEM BOARD ("IKE JETSB") (Participating Members: the Village Of Broadview and the Village Of Maywood) (Village of Maywood, Cook County, Illinois)

Under Resolution No. 2018-11 dated July 3, 2018, the President and Board of Trustees of the Village of Maywood ("Maywood") approved an agreement entitled "Intergovernmental Agreement Establishing The IKE Joint Emergency Telephone System Board And Providing For The Consolidation Of And Operation Of Certain Public Safety Answering Points And The Eisenhower Emergency Communication Center ("IKE 911 Center")" ("IGA") between Maywood and the Village of Broadview ("Broadview") in order to comply with the 911 emergency dispatch consolidation regulations and to provide for the build-out and operation of the IKE 911 Center. By the terms of the IGA, Maywood and Broadview established an intergovernmental cooperative venture known as the "IKE Joint Emergency Telephone System Board" (also referred to as "IKE JETSB"). The IKE JETSB will assist with the funding of the administrative and operational expenses, equipment and technology needs and upgrades and maintenance of the equipment and technology of the IKE 911 Center.

Pursuant to Section 2.0 (Composition of IKE JETSB) of the IGA, the initial membership on the IKE JETSB shall consist of: the Broadview Fire Chief, the Broadview Police Chief, the Maywood Fire Chief, the Maywood Police Chief, and one (1) Combined Community Public Member/PSAP Representative.

Per Section 1.9 (Definitions: Community Public Member and PSAP Representative) of the IGA: (1) Broadview appoints the first Combined Community Public Member/PSAP Representative for a two (2) year term; (2) upon the expiration of the two (2) year term for the first Combined Community Public Member/PSAP Representative, Maywood shall appoint the next Combined Community Public Member/PSAP Representative for a two (2) year term; and (3) upon the expiration of the two (2) year term for the second Combined Community Public Member/PSAP Representative (Maywood), the

Combined Community Public Member/PSAP Representative shall be appointed for one (1) year terms on a rotating alphabetical basis, starting from the beginning of the alphabet, by each Participating Member. Upon agreement of Maywood and Broadview, the Combined Community Public Member/PSAP Representative may be appointed to serve consecutive or multiple annual one year terms.

Village of Broadview Mayor Katrina Thompson served as the initial Combined Community Public Member/PSAP Representative of the IKE JETSB for a two (2) year term that commenced on May 1, 2019 and expired on April 30, 2021. With the approval of this Resolution, Village of Maywood President Nathaniel George Booker is eligible to serve as the Combined Community Public Member/PSAP Representative for a two (2) year term, which shall commence on the approval date of this Resolution and shall expire on April 30, 2023.

If there are any questions, please feel free to contact me.

*Mike*

Enclosure

cc: Gwaine Dianne Williams, Village Clerk (w/ encl.)  
Chasity Wells-Armstrong, Village Manager (w/ encl.)  
Lanya Satchell, Finance Director (w/ encl.)  
James Ellexson, Interim Human Resources Coordinator (w/ encl.)  
Craig Bronaugh, Fire Chief (w/ encl.)  
Elijah Willis, Acting Police Chief (w/ encl.)  
Michael A. Marrs, KTJ (w/ encl.)

RESOLUTION NO. R-2021-\_\_\_\_\_

**A RESOLUTION APPROVING THE APPOINTMENT OF  
VILLAGE PRESIDENT MAYOR NATHANIEL GEORGE BOOKER AS  
THE COMBINED COMMUNITY PUBLIC MEMBER/PSAP REPRESENTATIVE  
TO SERVE ON THE IKE JOINT EMERGENCY TELEPHONE SYSTEM BOARD ("IKE JETSB")  
(Participating Members: the Village of Broadview and the Village of Maywood)  
(Village of Maywood, Cook County, Illinois)**

**WHEREAS**, under Resolution No. 2018-11 dated July 3, 2018, the President and Board of Trustees (the "Corporate Authorities") of the Village of Maywood, Cook County, Illinois ("Maywood") approved an agreement entitled "Intergovernmental Agreement Establishing The IKE Joint Emergency Telephone System Board And Providing For The Consolidation Of And Operation Of Certain Public Safety Answering Points And The Eisenhower Emergency Communication Center ("IKE 911 Center")" (the "IGA") between Maywood and the Village of Broadview ("Broadview") in order to comply with the 911 emergency dispatch consolidation regulations and to provide for the build-out and operation of the IKE 911 Center (the "Project" or "Infrastructure Improvement Project") as required by order of the Illinois Department of State Police ("IDSP") and the applicable State law (Emergency Telephone System Act (50 ILCS 750/1 *et seq.*)); and

**WHEREAS**, by the terms of the IGA, Maywood and Broadview established an intergovernmental cooperative venture known as the "IKE Joint Emergency Telephone System Board" (also referred to as "IKE JETSB"); and

**WHEREAS**, pursuant to Section 2.0 (Composition of IKE JESTB) of the IGA, the initial membership on the IKE JETSB shall consist of: the Broadview Fire Chief, the Broadview Police Chief, the Maywood Fire Chief, the Maywood Police Chief and one (1) Combined Community Public Member/PSAP Representative; and

**WHEREAS**, pursuant to Section 1.9 (Definitions: Community Public Member and PSAP Representative) of the IGA: (1) Broadview appoints the first Combined Community Public Member/PSAP Representative for a two (2) year term; (2) upon the expiration of the two (2) year term for the first Combined Community Public Member/PSAP Representative, Maywood shall appoint the next Combined Community Public Member/PSAP Representative for a two (2) year term; and (3) upon the expiration of the two (2) year term for the second Combined Community Public Member/PSAP Representative (Maywood), the Combined Community Public Member/PSAP Representative shall be appointed for one (1) year terms on a rotating alphabetical basis, starting from the beginning of the alphabet, by each Participating Member. Upon agreement of Maywood and Broadview, the Combined Community Public Member/PSAP Representative may be appointed to serve consecutive or multiple annual one (1) year terms; and

**WHEREAS**, Village of Broadview Mayor Katrina Thompson served as the initial Combined Community Public Member/PSAP Representative of the IKE JETSB for a two (2) year term that commenced on May 1, 2019 and expired on April 30, 2021. With the approval of this Resolution, Village of Maywood President Nathaniel George Booker is eligible to serve as the Combined Community Public Member/PSAP Representative for a two (2) year term, which will commence on the approval date of this Resolution and shall expire on April 30, 2023; and

**WHEREAS**, pursuant to the provisions of the IGA, the Village President and Board of Trustees of the Village of Maywood desire to appoint the Village President to serve as the Combined Community Public Member/PSAP Representative on the IKE JETSB for a two (2) year term; and

**WHEREAS**, pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), the Emergency Telephone System Act (50 ILCS 750/), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code § 725.200(i)) (collectively referred to as the "Intergovernmental and 911-JETSB Statutes"), the Village President and Board of Trustees of the Village of Maywood find that such appointment is in the best interests of Maywood, its residents, property owners and businesses.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

**SECTION 2:** Pursuant to the applicable provisions of the IGA, the Village President and Board of Trustees of the Village of Maywood make the following appointment in regard to the IKE JETSB: Village President Nathaniel George Booker (including any person who serves as Interim Village President) is appointed to serve as the Combined Community Public Member/PSAP Representative on the IKE JETSB for a two (2) year term, which shall commence on the approval date of this Resolution and shall expire on April 30, 2023. This appointment shall be effective immediately upon passage of this Resolution, and the Village President of the Village of Maywood shall continue to serve as the Combined Community Public Member/PSAP Representative on the IKE JETSB until his/her successor is duly appointed and qualified.

**SECTION 3:** The Village Clerk of the Village of Maywood shall prepare and deliver a certified copy of this Resolution to the Village Clerk of the Village of Broadview, so that each Village has a certified copy of the Resolution.

**SECTION 4:** This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this 17th day of August, 2021, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** this 17th day of August, 2021, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

\_\_\_\_\_  
Nathaniel George Booker, Village President

**ATTEST:**

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

(SEAL)

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, and is entitled:

**RESOLUTION NO. R-2021-\_\_\_\_\_**

**A RESOLUTION APPROVING THE APPOINTMENT OF  
VILLAGE PRESIDENT MAYOR NATHANIEL GEORGE BOOKER AS  
THE COMBINED COMMUNITY PUBLIC MEMBER/PSAP REPRESENTATIVE  
TO SERVE ON THE IKE JOINT EMERGENCY TELEPHONE SYSTEM BOARD ("IKE JETSB")  
(Participating Members: the Village of Broadview and the Village of Maywood)  
(Village of Maywood, Cook County, Illinois)**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 17th day of August, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 17th day of August, 2021.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 17th day of August, 2021.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

[SEAL]

**MEMORANDUM**

**TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**  
**FROM: Michael T. Jurusik**  
**DATE: July 29, 2021**  
**RE: Maywood Village Code Amendments Regarding Committees and Commissions  
Amendment to Village Fiscal and Investment Policy**

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Per the direction from the July 13, 2021 Village Board meeting, I have enclosed the following documents for review and consideration at the August 3, 2021 Committee of the Whole Meeting and action at the August 17, 2021 Regular Village Board Meeting:

1. ORDINANCE AMENDING THE MAYWOOD VILLAGE CODE REGARDING VILLAGE BOARDS, COMMITTEES AND COMMISSIONS
2. ORDINANCE AMENDING ARTICLE IX (INVESTMENT AND FINANCIAL PERFORMANCE REPORTING) OF THE VILLAGE OF MAYWOOD'S FISCAL AND INVESTMENT POLICY TO RENAME THE FINANCE COMMITTEE TO THE FISCAL ACCOUNTABILITY & GOVERNMENT TRANSPARENCY COMMITTEE with a copy of the updated Fiscal and Investment Policy attached as Exhibit "A".

**Summary of Code Amendment Ordinances**

**Ordinance #1:** This Ordinance updates the Village Code to implement certain Code Amendments relative to the Village boards, committees and commissions that were discussed and approved at the July 13, 2021 Village Board Meeting. In order to ensure that the Code amendments were comprehensive and did not create any gaps or inconsistency due to the elimination of certain standing committees and commissions, I included the following additional amendments for the Village Board's review and approval:

- Page 4: Added an "Order of business" (i.e., agenda format) for the Committee of the Whole of the Board of Trustees meetings.
- Page 5: Added agenda preparation protocol for the Committee of the Whole of the Board of Trustees meetings, which will be the same protocol and process as set forth in Rule 8 (Agenda Preparation) of Section 30.32 (Rules) of the Code.
- Page 5: Added to the Fiscal Accountability & Government Transparency Committee's scope of duties, the review and recommendation process for water billing complaints that was previously handled by the to-be eliminated Citizen Water Review Commission.
- Pages 6 and 7: Added titles and cross-references to existing Village Boards that were not listed in Index.
- Page 7: Retained Section 31.37 (Commission on Community Relations) because it is both an advisory board and a decision-making board whose duties are covered under Section 31.37 and

Chapter 90 (Fair Housing Regulations) so it is advisable to not have the Engagement & Communications Committee take over its role and function.

- Pages 8 and 9: Added a new Section 31.24 (Maywood Firefighters' Pension Fund Board) and a new Section 31.25 (Maywood Police Officer Pension Fund Board), which are existing boards that have not been included in the Village Code.

**Ordinance #2:** This Ordinance updates the Fiscal and Investment Policy to replace the all references to "Finance Committee" with the new "Fiscal Accountability & Government Transparency Committee".

If there are any questions, please feel free to contact me.

*Mike*

Enclosures

cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)  
Chasity Wells-Armstrong, Village Manager (w/ encls.)  
Lanya Satchell, Finance Director (w/ encls.)  
James Ellexson, Interim Human Resources Coordinator (w/ encls.)  
John West, Director of Public Works (w/ encls.)  
Craig Bronaugh, Fire Chief (w/ encls.)  
Elijah Willis, Acting Police Chief (w/ encls.)  
Angela Smith, Interim Community Development Director (w/ encls.)  
Bill Peterhansen / Mark Lucas, Village Engineer (w/ encls.)  
Michael A. Marrs (w/ encls.)

**AN ORDINANCE AMENDING THE MAYWOOD VILLAGE CODE  
REGARDING VILLAGE BOARDS, COMMITTEES AND COMMISSIONS**

**WHEREAS**, at open public meetings on August 3, 2021 and August 17, 2021, the President and Board of Trustees of the Village of Maywood discussed amending certain provisions of Title III (Administration), Chapter 31 (Departments, Boards, and Commissions), as set forth below in this Ordinance to reorganize, restructure, eliminate and rename various standing boards, committees and commissions of the Village to refocus the scope of the activities, duties and oversight of the Village standing boards, committees and commissions and to create Village Trustee committees to foster more engagement by the Village Trustees with the Village residents, property owners, business owners and community stakeholders, to promote grassroots policy making (the "Code Amendments"); and

**WHEREAS**, pursuant to the home rule powers and statutory authority set forth in applicable provisions of the Illinois Municipal Code (65 ILCS 5/) and Article VII, Section 6 of the 1970 Constitution of the State of Illinois, the Village President and Board of Trustees find it to be in the best interests of the Village and its residents, property owners, business owners and the public to approve the Code Amendments.

**BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF  
MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** Each Whereas paragraph set forth above is incorporated by reference into this Section 1.

**SECTION 2:** Section 30.12 (Standing Committees) of Chapter 30 (Village Administration) of Article III (Administration) of the Maywood Village Code shall be amended to read in its entirety, as follows (new text is marked with underlining; deletions to existing text are marked using strikethrough):

"30.12 STANDING COMMITTEES.

- (A) Membership, duties, and appointment. Standing committees of the Village Board of Trustees are established to assist the Village President and Board of Trustees in reviewing various Village policies, issues, and proposed legislation. All standing committees shall consist of ~~at least 3~~ two (2) Trustees and at least one (1) Department Head or a Village staff liaison or the Village Clerk, ~~except for the Committee of the Whole of the Board of Trustees, which shall consist only of the members of the Board of Trustees. members each of whom shall also be members of the Board of Trustees.~~ All standing committee members shall be appointed by the Village President with the advice and consent of the Board of Trustees. Each appointment to a standing committee shall be for one (1) year term, or until replacement appointments are made by the Village President and approved by the Board of Trustees. Vacancies, if any occur, shall be filled in the same manner. Each Trustee will serve as a Chair on one of the standing committees. The Chair of each standing committee shall be designated by the Village President and the Chair shall continue to serve as Chair until his/her replacement is selected by the Village President. The assignment of the Department Head to the standing committees is provided for below in this Section. Village residents and community advocates are encouraged to participate in standing committees and/or ad-hoc committees of interest voluntarily.

(B) Meetings. All standing committees shall meet monthly at a time and place determined by its members, or as otherwise set forth in this section.

(C) Limitations on authority. Standing committees are advisory, recommending bodies only and may not take final action on any matter. Standing committees are not authorized to administer the day-to-day operations of the Village or its departments, which will remain the duty of the Village Manager and Village staff. Each standing committee shall be available to receive any matters that may be referred to it by the Village Board for study and recommendation. Where the responsibilities or objectives of a standing committee overlap regarding a specific project or event, the Mayor will determine which committee or committees will work on that policy item, initiative, project or event. In no event shall a committee member meet to discuss committee business without informing the other committee members of the time and purpose of the meeting. All standing committees are subject to the provisions of the Illinois Open Meetings Act (5 ILCS 120/1 et seq.). Standing committees shall not send correspondence to any person, other than to a department head, without prior approval of the Village Manager President and Village Board.

(D) Standing committees established. The following shall be the standing committees of the Village Board of Trustees:

(1) ~~Legal, License and Ordinance Committee of the Whole of the Board of Trustees.~~ A Committee of the Whole of the Board of Trustees Legal, License and Ordinance Committee shall exist as a standing committee. Said Committee of the Whole of the Board of Trustees Legal, License and Ordinance Committee shall consist of the Village President Mayor and all Trustees currently holding office and the Village President Mayor shall serve as its Chairperson. The Chief of Police, Corporation Counsel, Village Attorney, Village Prosecutor and Business Regulations Officer shall be ex officio members of the Legal, License and Ordinance Committee. The Legal, License and Ordinance Committee shall meet as necessary at a time and place to be determined by the members. The Committee of the Whole of the Board of Trustees Legal, License and Ordinance Committee shall have the following powers and duties:

(a) The ~~Legal, License and Ordinance~~ Committee shall have the power to review policies and recommend changes to the Board of Trustees. In addition, the Committee shall have the power to require Village department heads and employees, including the Village Manager, and other Committee and Commission members to appear before it and answer questions and assist the Committee in its deliberations.

(b) The ~~Legal, License and Ordinance~~ Committee shall review and advise the Board of Trustees in relation to ~~legal~~ policies and legislation relating to the Village, this Code of Ordinances, licenses and license fees of the Village, including the following:

1. Investigate and make studies of all Village departments and divisions thereof, including all departments now in existence and those hereinafter created by the Board, relative to the operational and personnel needs and policies of said departments, and make recommendations to the Board of Trustees relative thereto.

2. Investigate and make studies of all committees and commissions and divisions thereof, including all committees and commissions now in existence and those hereinafter created by the Board,

relative to the operational and personnel needs and policies of said committees and commissions, and make recommendations to the Board of Trustees relative thereto.

3. Advise on policy and legislative matters related to parks and recreation, including Village-sponsored or co-sponsored recreational activities and events, buildings and equipment related to recreational activities, management of green space or open spaces used for recreational purposes and Village-owned parks, and other matters of concern related to recreation, health and wellness of the Village residents~~the Recreation Department~~.

4. Advise on policy and legislative matters related to land use planning, zoning, economic development, sale and purchase of Village-owned property, transportation systems, and other matters of concern related to the Department of Community Development or the Plan Commission and Zoning Board of Appeals, including amendments to the comprehensive land use plans and related transit-oriented development plans or other land use planning documents and policies, amendments to and enforcement of the zoning code.

5. Advise on policy and legislative matters related to the general management of the Police Department, Fire Department, Emergency Services and Disaster Planning, and other matters of concern related to public safety.

6. Advise on policy and legislative matters related to enforcement of the provisions of the Village Code including inspections and enforcement of the building code and other related structural codes, matters relating to licensing and permits, and amendments to and enforcement of the public health and safety codes. ~~and other matters of concern related to code enforcement and the Department of Community Development.~~

7. Advise on policy and legislative matters related to public works, including the general management of municipal services departments related to streets, sewerage systems, water production, distribution, treatment and storage, and advise on short and long term maintenance and repair needs related to Village infrastructure, waterworks, and public buildings, and other matters of concern related to public works and the Department of Public Works.

8. Review and advise the Board of Trustees regarding crime within the Village and prosecution thereof, and on traffic violation prosecutions.

9. Review and advise the Board of Trustees on the operations and policies of the Emergency Services and Disaster Agency of the Village.

10. Periodically review and advise the Board of Trustees as to the funding and equipment needs of all of the Village departments and divisions thereof, including all departments now in existence and those hereinafter created by the Board.

11. Periodically review and advise the Board of Trustees as to the funding and equipment needs of all of the committees and commissions and divisions thereof, including all committees and commissions now in existence and those hereinafter created by the Board.

12. Perform detail work and prepare suggested texts of ordinances.

13. Periodically review this Village Code and recommend amendments, additions and repeals of Code provisions to the Board of Trustees.

14. Review the procedure for issuance of licenses and make recommendations to the Board of Trustees relative thereto.

15. Review the number and types of licenses outstanding and make recommendations thereon to the Board of Trustees.

16. Periodically review license fees and make recommendations thereon to the Board of Trustees.

17. Review general policy matters related to the operation and management of the Village and make recommendations thereon to the Board of Trustees.

18. Review risk management, insurance or self-insurance matters and intergovernmental matters and make recommendations thereon to the Board of Trustees.

(c) The order of business and agenda format of the Committee of the Whole of the Board of Trustees meetings shall be as follows:

Order of business. A quorum shall proceed to transact the business before the Committee of the Whole of the Board of Trustees in the following order, unless the same be temporarily suspended by unanimous consent:

- 1) Call to Order;
- 2) Roll Call of Members;
- 3) Invocation;
- 4) Pledge of Allegiance to the Flag;
- 5) Approval of Minutes;
- 6) Public Comments;
- 7) Mayor's Report
- 8) Village Manager's Report;
- 9) Village Staff / Department Head Reports;
- 10) Village Attorney Report;
- 11) Trustee Committee Reports:
  - a. Planning & Development
  - b. Fiscal Accountability & Government Transparency
  - c. Community Policing & Public Safety
  - d. Engagement & Communications
  - e. Infrastructure & Sustainability
  - f. Ordinance & Policy
- 12) New Business (Discussion and Recommendation Only);
- 13) Old Business (Discussion and Recommendation Only);
- 14) Other Matters;
- 15) Committee Member Comments / Information;
- 16) For Information Only;
- 17) Closed Meeting Session;
- 18) Adjournment.

The agenda preparation protocol for the Committee of the Whole of the Board of Trustees meetings and the process for members to place agenda items on the agenda shall be the same protocol and process as set forth in Rule 8 (Agenda Preparation) of Section 30.32 (Rules) of this Code.”

(2) Planning & Development Committee. The Planning & Development Committee shall work on matters relating to business retention and attraction, residential development and redevelopments, capital improvement matters, code inspections, code enforcement, zoning matters, review of annual budgets and review of public property maintenance, inventory and disposal. The assigned Department Head for this Committee is the Director of Community Development.

(3) Fiscal Accountability & Government Transparency Committee. The Fiscal Accountability & Government Transparency Committee shall review annual budgets, audits, insurance (employee and village) matters, risk management matters, employment matters and labor negotiations, financial matters such as accounts payable, purchasing policies and cost-saving measures review of annual budgets and capital plans. The Committee shall also serve as an impartial and informal forum to hear residents' complaints, problems, concerns, suggestions and comments related to water service and billing and to provide the Water Department with an opportunity to respond. The Committee does not have the authority to lower or otherwise modify a specific water bill, but may make written findings and recommendations, as it deems appropriate, to the Finance Director, the Water Department and the Board of Trustees concerning general matters relating to water service and billing, as well as findings and recommendations concerning specific cases. When such written findings and recommendations of the Committee are forwarded to the Finance Director and the Water Department, the Finance Director and/or the Water Department shall, within fourteen (14) calendar days of receipt of such findings and recommendations, submit a report on any action taken in response to the findings and recommendations to the Committee, the Board of Trustees, and if appropriate, to the resident who brought the matter before the Committee. The assigned Department Head for this Committee is the Director of Finance.

(4) Community Policing & Public Safety Committee. The Community Policing & Public Safety Committee shall work with the Police and Fire Departments, on matters concerning staffing levels and equipment acquisition and replacement for effective operations of those Departments, reports and events, increasing community policing engagement, traffic safety and review of annual budgets and capital plans. The assigned Department Head for this Committee is the Chief of Police and the Chief of Fire.

(5) Engagement & Communications Committee. The Engagement & Communications Committee shall work on matters relating to public health, education, recreation for all residents, especially youth and seniors, matters relating to the library, park district, school district and other organizations that impact the Village, prepare and deliver reports on special events, social interests, community groups, clubs, website and public relations and review of annual budgets and capital plans. The assigned Village staff liaison for this Committee is the Community Engagement Specialist.

(6) Infrastructure & Sustainability Committee. The Infrastructure & Sustainability Committee shall work with Public Works, Street and Water Departments, community service and Village engineers; review annual budget and capital plans and matters relating to Village-owned buildings and grounds, forestry matters, including advise and consult with the Village Arborist on any matter pertaining to the Maywood Tree Ordinance and its enforcement, including amendments to the Code, and alterations or revisions to the Arboricultural Specifications Manual, and alterations or revisions of the Urban Forestry Plan, policies

concerning selection, planting, maintenance and removal of trees, shrubs and other plants within the Village, establishment of educational and informational programs; commuter facilities, water production and distribution, treatment and storage, and related equipment and vehicles, garbage collection, sewer system, alleys, maintenance, equipment, sidewalks, lighting and personnel. The assigned Department Head for this Committee is the Director of Public Works.

(7) Ordinance & Policy Committee. The Ordinance & Policy Committee shall work with the Clerk’s Office, Building Department and the Code Enforcement Department, and other Departments to identify areas of innovation, updating, and/or recommendations of new Village practices as well as provide reports on current ordinances, update recommendations, and introduction of new ordinances and policies and review of annual budgets and capital plans. The assigned Department Head for this Committee is the Village Clerk

~~There is also created a subcommittee of the Legal, License and Ordinance Committee, to be known as the Finance Subcommittee. The Finance Subcommittee shall be made up of 3 or more members of the Board of Trustees, including the Chairperson, to be appointed by the Village President with the advice and consent of the Board of Trustees. This subcommittee shall advise on policy and legislative matters related to finance, including budgetary and tax matters, accounting, cash management, data processing, financial auditing and reporting, collections, and other matters of concern related to finance and the Finance Department.”~~

**SECTION 3:** The Index of Article III (Administration), Chapter 31 (Departments, Boards, and Commissions) of the Maywood Village Code shall be amended to read in its entirety, as follows (new text is marked with underlining; deletions to existing text are marked using strikethrough):

“CHAPTER 31: DEPARTMENTS, BOARDS, AND COMMISSIONS

Section

Village Departments

31.01 Department of Finance

31.02 ~~{Reserved}~~ Building and Code Enforcement Department

31.03 Department of Public Works

31.04 Discontinuation of the Department of Playgrounds and Recreation

31.05 ~~Department of Community Development~~ Department

31.06 Police Department (See, Chapter 32: Police Department)

31.07 Fire Department (See, Chapter 33: Fire Department)

Appointed Village Boards and Commissions

31.20 Board of Local Improvements

- 31.21 Board of Fire and Police Commissioners
- 31.22 Joint Emergency Telephone System Board
- 31.23 Maywood Housing Authority
- 31.24 Maywood Firefighter Pension Fund Board
- 31.25 Maywood Police Officer Pension Fund Board
- 31.26 Board of Health (See, Section 92.01)
- 31.27 Plan Commission/Zoning Board of Appeals (See, Section 151.01)
- 31.28 Historic Preservation Commission (See, Chapter 158)
- ~~31.35—Traffic Safety Commission-RESERVED~~
- ~~31.36—Youth Commission-RESERVED~~
- 31.37 Commission on Community Relations (See, Chapter 90: Fair Housing)
- ~~31.38—Special Events and Public Relations Commission~~
- ~~31.39—Senior Citizens’ Advisory Commission~~
- ~~31.40—[Reserved]~~
- ~~31.41—Economic Development Commission~~
- ~~31.42—Beautification Commission~~
- ~~31.43—Citizens' Water Review Committee~~
- ~~31.44—Accessibility Commission~~
- ~~31.45—Commission on Graffiti~~
- ~~31.46—Census Complete Count Committee~~
- ~~31.47—Energy and Environment Commission~~
- 31.99 Boards, committees and commissions; resignation by non-attendance
- 31.100 Approval of minutes by boards, committees, subcommittees and commissions
- 31.101 Rules governing public comment at public meetings”

**SECTION 3:** The following Sections that pertain to certain Village Committees and Commissions as set forth in Chapter 31 (Departments, Boards, and Commissions) of Article III (Administration) of the Maywood Village Code are deleted in their entirety, including all subsections and text under each Section:

“Section 31.35 Traffic Safety Commission”

“Section 31.36 Youth Commission”

“Section 31.38 Special Events and Public Relations Commission”

“Section 31.39 Senior Citizens’ Advisory Commission”

“Section 31.41 Economic Development Commission”

“Section 31.42 Beautification Commission”

“Section 31.43 Citizens' Water Review Committee”

“Section 31.44 Accessibility Commission”

“Section 31.45 Commission on Graffiti”

“Section 31.46 Census Complete Count Committee”

“Section 31.47 Energy and Environment Commission”

**SECTION 4:** Chapter 31 (Departments, Boards, and Commissions) of Article III (Administration) of the Maywood Village Code shall be amended to add a new Section 31.06 (Police Department) and a new Section 31.07 (Fire Department), which shall read in their entirety, as follows (new text is marked with underlining; deletions to existing text are marked using strikethrough):

**“§ 31.06 Police Department. See, Chapter 32 (Police Department) of this Code.”**

**“§ 31.07 Fire Department. See, Chapter 33 (Fire Department) of this Code.”**

**SECTION 5:** Chapter 31 (Departments, Boards, and Commissions) of Article III (Administration) of the Maywood Village Code shall be amended to add new Section 31.24 (Maywood Firefighters’ Pension Fund Board), which shall read in its entirety, as follows (new text is marked with underlining; deletions to existing text are marked using strikethrough):

**“§ 31.24 Maywood Firefighters’ Pension Fund Board. The Maywood Firefighters’ Pension Fund Board shall consist of five (5) members, comprised of two (2) members appointed by the President of the Board of Trustees, two (2) members who are active participants of the Pension Fund and who are elected from the active participants of the Pension Fund, and one (1) member of the Board, who is a retiree of the Pension Fund and who shall be elected to the Board by the other retired firefighters of the Fund. The term of elected members shall be three (3) years and**

until a successor has been duly elected and qualified. Upon the death, resignation or inability to act of any elected board member, his or her successor shall be elected for the unexpired term at a special election, to be called by the Pension Board and conducted in the same manner as the regular election. The members of the Board appointed by the Village President shall hold office until their successors are appointed and have qualified. The Board shall be governed by and shall administer the Fire Pension Fund in accordance the provisions of 40 ILCS 5/4-101 et seq. See, 33.13 (Fireman’s Pension Fund) of this Code.”

**SECTION 6:** Chapter 31 (Departments, Boards, and Commissions) of Article III (Administration) of the Maywood Village Code shall be amended to add new Section 31.25 (Maywood Police Officer Pension Fund Board), which shall read in its entirety, as follows (new text is marked with underlining; deletions to existing text are marked using strikethrough):

**“§ 31.25 Maywood Police Officer Pension Fund Board.** The Police Pension Fund Board shall consist of five (5) members comprised of two (2) members appointed by the Village President, two (2) members of the Board shall be elected from the active participants of the Pension Fund by such active participants, if any, and one (1) member shall be elected by and from the beneficiaries, if any. The members of the Board, whether appointed by the Village President or elected to the Board, shall hold office for a term of two (2) years each or until their successors are appointed and have qualified. Upon the death, resignation or inability to act of any elected board member, his or her successor shall be elected for the unexpired term at a special election, to be called by the Board and conducted in the same manner as the regular biennial election. The Board shall be governed by and shall administer the Police Pension Fund in accordance the provisions of 40 ILCS 5/3-101 et seq. See, Section 32.15 (Police Pension Fund) of this Code.”

**SECTION 7:** Chapter 31 (Departments, Boards, and Commissions) of Article III (Administration) of the Maywood Village Code shall be amended to add new Section 31.26 (Board of Health), new Section 31.27 (Plan Commission/Zoning Board of Appeals) and new Section 31.28 (Historic Preservation Commission), which shall read in their entirety, as follows (new text is marked with underlining; deletions to existing text are marked using strikethrough):

**“§ 31.26 Board of Health.** See, Section 92.01 of this Code.”

**“§ 31.27 Plan Commission/Zoning Board of Appeals.** See, Section 151.01 of this Code.”

**“§ 31.28 Historic Preservation Commission.** See, Chapter 158 of this Code.”

**SECTION 8:** The following portions of Section 31.22 (Joint Emergency Telephone System Board) of Chapter 31 (Departments, Boards, and Commissions) of Article III (Administration) of the Maywood Village Code shall be amended as follows: “Pursuant to Resolution No. 17-???? (adopted on December 19, 2017)” shall be amended to read “Pursuant to Resolution No. 2017-67 (adopted on December 19, 2017)” and “Pursuant to Ordinance No. 17-???? (adopted December 23, 2017) shall be amended to read “Pursuant to Ordinance No. 2017-47 (adopted December 23, 2017).”

**SECTION 9:** The Index of Chapter 98 (Trees, Shrubs and Other Plants) is amended to change “§ 98.04 TREE COMMISSION” to “§ 98.04 RESERVED” and the remainder of the text of Section 98.04 (Tree Commission) of Chapter 98 (Trees, Shrubs and Other Plants) of Article IX (General Regulations) of the

Maywood Village Code shall be deleted from the Code as follows (new text is marked with underlining; deletions to existing text are marked using strikethrough):

~~“§ 98.04 TREE COMMISSION RESERVED~~

~~(A) Establishment. The Maywood Tree Commission (hereinafter “Tree Commission”) is established. Its functions and duties are limited to those set forth in this chapter.~~

~~(B) Composition. The Tree Commission shall be composed of 8 Commissioners. Five Commissioners shall be appointed by the Mayor with the approval of the Board of Trustees. These 5 Commissioners shall serve without pay and shall reside within the Village. The remaining 3 Commissioners shall be ex-officio and shall not vote. For example, the 3 ex-officio Commissioners shall be: the Director of Public Works, the Director of Recreation or his representative, and the Arborist. Subject to the exceptions in division (C) of this section, each Commissioner of the Tree Commission shall serve for a term of 3 years.~~

~~(C) Appointment of members. One of the 5 Commissioners initially appointed to the Tree Commission, who is not an ex-officio member, shall serve for a term of 1 year; 2 of the 5 Commissioners initially appointed shall serve for a term of 3 years. Term shall start on a common date. Determination of the length of terms of the 5 Commissioners initially appointed shall be by lot. The Mayor shall designate the Chairperson of the Tree Commission.~~

~~(D) Expiration or vacation of terms. Within 30 days following the expiration of the term of any appointed Commissioner, a successor shall be appointed by the Mayor with the approval of the Council and the successor shall serve for a term of 3 years. Should any Commissioner resign or be removed from the Tree Commission, a successor shall be appointed by the Mayor and shall serve for the unexpired period of the vacated term. A member of the Tree Commission may be removed just cause, by the Mayor with the approval of a majority of the Council.~~

~~(E) Duties. The Tree Commission shall perform the following duties:~~

~~(1) Within a reasonable time after the appointment of the Tree Commission, upon call of Chairperson of the Tree Commission, and the Tree Commission shall meet and adopt rules of procedure for regular and special meetings to fulfill the duties imposed upon it by this chapter;~~

~~(2) The Tree Commission shall advise and consult the Arborist on any matter pertaining to the Maywood Tree Ordinance and its enforcement. The topics under which this advise and consultation may be given may include, but are not limited to, any of the following:~~

~~(a) Amendments to the Maywood Ordinance, and alterations or revisions to the Arbicultural Specifications Manual, and alterations or revisions of the Urban Forestry Plan;~~

~~(b) Policy concerning selection, planting, maintenance and removal of trees, shrubs and other plants within the Village;~~

~~(c) Allocation of funds to the Forestry Division, and expenditures of funds by the Forestry Division;~~

~~(d) Establishment of educational and informational programs;~~

~~(e) Development of policies and procedures regarding the Arborist's duties; and/or~~

~~(f) Issuance of permits required by this chapter;~~

~~— (3) The Tree Commission, upon the request of any person who disagrees with the decision of the Arborist, shall hear all issues of the disputes which arise between the Village Arborist and any such person whenever those issues involve matters or the interpretation or enforcement of the Arboricultural Specifications Manual, the Urban Forest Plan, or of the interpretation or enforcement of this chapter, including disputes regarding the issuance of permits or the abatement of nuisances. The decision of a majority of the appointed members of the Tree Commission with regard to such dispute shall be binding upon the Arborist. Nothing in this section shall be construed to limit the jurisdiction of any Court of Law with respect to such disputes. (Ord. C0-98-20, passed 9-10-1998) —~~

**SECTION 10:** All references to “Tree Commission” to that remain throughout the Village Code after the deletion of Section 98.04 (Tree Commission) of Chapter 98 (Trees, Shrubs and Other Plants) of Article IX (General Regulations) of the Maywood Village Code shall be changed to “Infrastructure & Sustainability Committee.

**SECTION 11:** To the extent necessary, all tables of contents, indexes, headings, and internal references or cross-references to sections that need to be amended or deleted within the Maywood Code of Ordinances, as amended, as a consequence of the above Code Amendments, shall be amended by the Village’s codifier so as to be consistent with the terms of this Ordinance.

**SECTION 12:** All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

**SECTION 13:** Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

**SECTION 14:** Except as to the Code amendments set forth above in this Ordinance, all Chapters and Sections of the Maywood Village Code, as amended, shall remain in full force and effect.

**SECTION 15:** This Ordinance shall be in full force and effect from and after its adoption, approval and publication in the manner provided by law.

**ADOPTED** this 17th day of August, 2021, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by me as Village President, and attested by the Village Clerk on 17th day of August, 2021.

\_\_\_\_\_  
Nathaniel George Booker, Village President

**ATTEST:**

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Gwaine Dianne Williams, Village Clerk

Published by me in pamphlet form this \_\_\_\_ day of August, 2021.

---

Gwaine Dianne Williams, Village Clerk

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Gwaine Dianne Williams, Village Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

**ORDINANCE NO. CO-2021-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE MAYWOOD VILLAGE CODE  
REGARDING VILLAGE BOARDS, COMMITTEES AND COMMISSIONS**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 17th day of August, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 17th day of August, 2021.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this \_\_\_ day of August, 2021.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

[SEAL]

**AN ORDINANCE AMENDING  
ARTICLE IX (INVESTMENT AND FINANCIAL PERFORMANCE REPORTING) OF  
THE VILLAGE OF MAYWOOD’S FISCAL AND INVESTMENT POLICY  
TO RENAME THE FINANCE COMMITTEE TO THE  
FISCAL ACCOUNTABILITY & GOVERNMENT TRANSPARENCY COMMITTEE**

**WHEREAS**, in accordance with the Public Funds Investment Act, 30 ILCS 235/2.5 (the “Investment Act”), the President and Board of Trustees of the Village of Maywood (the “Village Board”) first adopted a Fiscal and Investment Policy (“Investment Policy”) on February 7, 2005 with the passage of Maywood Ordinance No. CO-05-09, which has been amended from time to time; and

**WHEREAS**, the Village of Maywood (the “Village”) established a Two Million and No/100 Dollar (\$2,000,000.00) Working Capital Reserve Fund (the “Fund”) as part of the adoption of the Investment Policy, and also deposited Two Million and No/100 Dollars (\$2,000,000.00) into the Fund. Article XII (Working Capital Reserve Fund) of the Investment Policy sets forth the rules and regulations that govern the use of the moneys in the Fund. The Village’s ability to use the moneys in the Fund is subject to Village Board approval and passage of a resolution and a repayment provision; and

**WHEREAS**, the Village Board has amended the Maywood Village Code to rename the “Finance Committee” to the “Fiscal Accountability & Government Transparency Committee”. Consistent with that code amendment, the Village Board now desires to amend all references within the Investment Policy to incorporate the committee name change. Specifically, Subsection 4(a) (Budget Monitoring; Monthly) of Article IX (Investment and Financial Performance Reporting) of the Investment Policy shall be amended to rename the “Finance Committee” to the “Fiscal Accountability & Government Transparency Committee”. A copy of the amended version of the Investment Policy is attached hereto as **Exhibit “A”** and made a part hereof; and

**WHEREAS**, pursuant to the authority provided by its home rule powers as provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, the President and Board of Trustees of the Village of Maywood find and determine that it is in the best interests of the Village to amend the Investment Policy as set forth below in section 2 of this Ordinance.

**BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** The findings set forth above are incorporated by reference into this Section 1 as if fully recited herein.

**SECTION 2:** The President and Board of Trustees of the Village of Maywood approve the following underlined amendments to Subsection 4(a) (Budget Monitoring; Monthly) of Article IX (Investment and Financial Performance Reporting) of the Investment Policy as set forth below (new text is marked with underlining; deletions to existing text is marked using strikethrough):

“4. Budget Monitoring.

a. Monthly. The Finance Director shall prepare monthly and quarterly reports comparing the actual revenues and expenses with the budgeted revenues and expenses (a budget-to-actual cash flow statement). By the 21st day of each month, the Finance Director shall prepare a budget-to-actual report for such month for (1) all funds of the Village, taken together, (2) the Village's Water and Sewer Fund and (3) the Village's Garbage Fund. Prior to the second meeting of the Village Board during such month, the Fiscal Accountability & Government Transparency Committee ~~Finance Committee~~ shall meet to review the monthly budget-to-actual cash flow statement with the Finance Director. At the second meeting of the Village Board during such month (or if no meeting is held, at the first meeting held by the Village Board during the next month) the Finance Director or Fiscal Accountability & Government Transparency Committee ~~Finance Committee~~ shall report to the Village Board with respect to such monthly budget-to-actual cash flow statement and the proposed action, if any, to be taken by the Village with respect to the remainder of the then current fiscal year as a result of such monthly budget-to-actual cash flow statement.

A copy of the amended version of the Fiscal and Investment Policy is attached hereto as **Exhibit "A"** and made a part hereof.

**SECTION 3:** To the extent necessary, all tables of contents, indexes, headings, and internal references or cross-references to sections that need to be amended or deleted within the Village's Fiscal and Investment Policy and the Maywood Code of Ordinances, as amended, as a consequence of the above amendments, shall be amended by the Village's codifier so as to be consistent with the terms of this Ordinance.

**SECTION 4:** All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

**SECTION 5:** Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

**SECTION 6:** This Ordinance shall be in full force and effect from and after its adoption, approval and publication in the manner provided by law.

**ADOPTED** this \_\_\_ day of August, 2021 pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by me as Village President, and attested by the Village Clerk, on the \_\_\_ day of August, 2021.

\_\_\_\_\_  
Nathaniel George Booker, Village President

**ATTEST:**

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

This Ordinance was published by me in pamphlet form on the \_\_\_\_ day of August, 2021.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

**Exhibit "A"**

**Fiscal and Investment Policy  
for the Village of Maywood**

(attached)

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

**ORDINANCE NO. CO-2021-\_\_**

**AN ORDINANCE AMENDING  
ARTICLE IX (INVESTMENT AND FINANCIAL PERFORMANCE REPORTING) OF  
THE VILLAGE OF MAYWOOD'S FISCAL AND INVESTMENT POLICY  
TO RENAME THE FINANCE COMMITTEE TO THE  
FISCAL ACCOUNTABILITY & GOVERNMENT TRANSPARENCY COMMITTEE**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the \_\_ day of August, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the \_\_ day of August, 2021.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this \_\_ day of August, 2021.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

[SEAL]

**MEMORANDUM**

**TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**

**FROM: Michael T. Jursik**

**DATE: July 28, 2021**

**RE: Proviso Community Bank – Resolution Designating Public Depository and Authorizing Withdrawal of Village Public Monies**

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Per the request of Village Manager Chasity Wells-Armstrong and Treasurer Steve Kuptz, I have enclosed the following documents for review and consideration at the August 3, 2021 Committee of the Whole Meeting and action at the August 17, 2021 Special Village Board Meeting:

1. RESOLUTION DESIGNATING PROVISO COMMUNITY BANK AS PUBLIC DEPOSITORY AND AUTHORIZING THE DEPOSIT AND WITHDRAWAL OF VILLAGE MONIES, AND DESIGNATING THE VILLAGE PRESIDENT, THE VILLAGE TREASURER AND THE VILLAGE CLERK AS AUTHORIZED SIGNATORIES AT PROVISO COMMUNITY BANK (Village of Maywood - Capital Projects Bank Account).
2. Draft letter for Proviso Community Bank, which is chartered by Hinsdale Bank and Trust, a subsidiary of Wintrust Financial Corporation, to execute and return to the Village, to comply with the pledge not to engage in discriminatory lending practices as required by Section 36.05 (Investment of Village Funds; Real Estate Loans) of the Maywood Village Code, and to comply with the collateralization requirements that apply to the Village funds deposited with Proviso Community Bank in accordance with the Public Funds Deposit Act (30 ILCS 225/) and the Public Funds Investment Act (30 ILCS 235/).

The Resolution approves the following actions and/or conditions:

- Opening of an initial bank account to be maintained and used by the Village at Proviso Community Bank, which shall be titled the same as or substantially similar to: "Village of Maywood - Capital Projects Bank Account".
- Any additional bank accounts to be opened at Proviso Community Bank shall require Village Board approval.
- Proviso Community Bank shall be a non-exclusive depository for the Village of Maywood funds.
- The Village President, the Village Treasurer and the Village Clerk to serve as signatories on bank checks and other bank documents and transactions. Two (2) signatures are required for withdrawals of Village funds.

The enclosed letter is for execution by a Proviso Community Bank officer and is required by Section 36.05 (Investment of Village Funds; Real Estate Loans) of the Maywood Village Code, which states:

**36.05 INVESTMENT OF VILLAGE FUNDS; REAL ESTATE LOANS.**

(A) It is declared the policy of the Village to assure that all Village funds currently or in the future to be on deposit, invested or reinvested be affirmatively deposited, invested or reinvested in such financial institutions as to assure their availability to qualified applicants for residential mortgage loans and residential improvement loans within the Village.

(B) The Board of Trustees or duly authorized representative shall designate only those financial institutions to receive Village investment funds and deposits that do not participate in the practice known as "redlining" activities based on racial, geographical or other discriminating policies that fail to serve the best interests of the Village as a whole and its individual citizens.

(C) (1) All financial institutions receiving Village investment funds and deposits shall sign the following pledge:

We pledge not to arbitrarily reject mortgage loans for residential properties because of geographic area or location of such property. In addition, we pledge to make loans available on low and moderate value residential property in the Village of Maywood on an affirmative basis within the limits of our local restrictions and sound credit and financial practices.

Name of Bank	Signature of President
--------------	------------------------

(2) The pledge statement forms will be supplied by the Village.

(D) If any financial institution: (1) fails to sign the above pledge; and/or (2) refuses to open their records to the Human Relations Commission when requested to do so by the Board of Trustees; and/or (3) is found guilty of "redlining" pursuant to the content of the Maywood Fair Housing Ordinance (Chapter 90); such institution shall be found in violation of the provisions of this chapter, and such violation shall result in the withdrawal of the total amount of the Village investment funds and deposits from such institution, such withdrawal to be accomplished only in a manner consistent with sound legal and financial practice.

If there are any questions, please contact me.

*Mike*

**Enclosures**

cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)  
Chasity Wells-Armstrong, Village Manager (w/ encls.)  
Lanya Satchell, Finance Director (w/ encls.)  
Steve Kuptz, Treasurer (w/ encls.)  
Michael A. Marrs, KTJ (w/ encls.)



RESOLUTION NO. R-2021 - \_\_\_\_\_

**A RESOLUTION DESIGNATING PROVISO COMMUNITY BANK AS PUBLIC DEPOSITORY  
AND AUTHORIZING THE DEPOSIT AND WITHDRAWAL OF VILLAGE MONIES,  
AND DESIGNATING THE VILLAGE PRESIDENT,  
THE VILLAGE TREASURER AND THE VILLAGE CLERK  
AS AUTHORIZED SIGNATORIES AT PROVISO COMMUNITY BANK  
(Village of Maywood - Capital Projects Bank Account)**

**WHEREAS**, the Village President and Board of Trustees of the Village of Maywood (the "Village Board") desire to designate Proviso Community Bank, which is chartered by Hinsdale Bank and Trust, a subsidiary of Wintrust Financial Corporation, ("Proviso Community Bank") as a non-exclusive "Public Depository" for the Village of Maywood (the "Village"), and authorize the deposit of and withdrawal of Village monies and other monies that are collected on behalf of and paid to the Village of Maywood, subject to the depository and withdrawal rules of Proviso Community Bank and the applicable provisions of the Maywood Village Code, including Section 36.05 (Investment of Village Funds; Real Estate Loans), State law and the provisions of this Resolution; and

**WHEREAS**, the Village President and Board of Trustees of the Village of Maywood (the "Village Board") desire to designate the Village President, the Village Treasurer and the Village Clerk as "Authorized Signatories" at Proviso Community Bank for each bank account that the Village maintains at Proviso Community Bank, subject to the depository and withdrawal rules of Proviso Community Bank and the applicable provisions of the Maywood Village Code, including Section 36.05 (Investment of Village Funds; Real Estate Loans), State law and the provisions of this Resolution; and

**WHEREAS**, the initial bank account to be opened, maintained and used by the Village at Proviso Community Bank shall be titled the same as or substantially similar to: "Village of Maywood - Capital Projects Bank Account". Any additional bank accounts to be opened at Proviso Community Bank shall require approval of an authorizing Resolution, in similar form and content to this Resolution, by the Village Board at a meeting open to the public and properly posted in accordance with the Illinois Open Meetings Act (5 ILCS 120/); and

**WHEREAS**, as a condition of the Village Board's approval and authorization granted by this Resolution for the opening of and the deposit of Village funds into the Village of Maywood - Capital Projects Bank Account, Proviso Community Bank shall comply with the collateralization requirements that apply to the Village funds deposited with Proviso Community Bank in accordance with the Public Funds Deposit Act (30 ILCS 225/) and the Public Funds Investment Act (30 ILCS 235/); and

**WHEREAS**, pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, the President and Board of Trustees of the Village of Maywood find that designating Proviso Community Bank as a non-exclusive "Public Depository" for the Village of Maywood, further designating the Village President, the Village Treasurer and the Village Clerk as "Authorized Signatories" at Proviso Community Bank, and opening and maintaining an account known as the "Village

of Maywood - Capital Projects Bank Account" at Proviso Community Bank are in the best interests of the Village of Maywood, the Village residents, Village property owners, Village businesses and the public.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, ILLINOIS, PURSUANT TO ITS HOME RULE POWERS AS PROVIDED BY ARTICLE VII, SECTIONS 6 AND 10(a) OF THE ILLINOIS CONSTITUTION OF 1970, AS FOLLOWS:**

**SECTION 1: Incorporation.** Each of the recitals above is incorporated by reference into this Section 1 as a material provision of this Resolution.

**SECTION 2: Proviso Community Bank as a non-exclusive "Public Depository".** The Village President and Board of Trustees of the Village of Maywood approve and authorize the designation of Proviso Community Bank as a non-exclusive "Public Depository" for the Village of Maywood, and authorize the deposit of and withdrawal of Village monies and other monies that are collected on behalf of and/or paid to the Village of Maywood into and out of each bank account that the Village Board authorizes to be opened and maintained at Proviso Community Bank, subject to the depository and withdrawal rules of Proviso Community Bank, the applicable provisions of the Maywood Village Code, including Section 36.05 (Investment of Village Funds; Real Estate Loans), State law and the provisions of this Resolution.

**SECTION 3: Approval of Authorized Signatories.** The Village President and Board of Trustees of the Village of Maywood approve and authorize the designation of the Village President, the Village Treasurer and the Village Clerk as "Authorized Signatories" at Proviso Community Bank for each bank account that the Village Board authorizes to be opened and maintained at Proviso Community Bank, subject to the depository and withdrawal rules of Proviso Community Bank, the applicable provisions of the Maywood Village Code, including Section 36.05 (Investment of Village Funds; Real Estate Loans), State law and the provisions of this Resolution. All bank accounts currently open or opened in the future at Proviso Community Bank by the Village may be drawn upon on the signatures of any two (2) of the following Village Officers for public use and public purposes only: the Village President, the Treasurer or the Village Clerk; provided, however, that the Village Clerk shall only be authorized to sign on any Village bank account under circumstances where either the Village President or the Village Treasurer are unavailable, unwilling or otherwise unable to perform their signatory duties.

**SECTION 4: Approval of Depository and Withdrawal Agreements.** The Village President and Board of Trustees of the Village of Maywood approve and authorize the Village President and the Village Clerk, or their designees, to execute any depository and withdrawal agreement containing the depository and withdrawal rules of Proviso Community Bank, provided that the depository and withdrawal agreement and its rules are consistent with the provisions of this Resolution, the applicable provisions of the Maywood Village Code and State law, and the depository and withdrawal agreement and its rules have been reviewed and approved by the Village Attorney. If any depository and withdrawal agreement contains any charges, costs and/or fees payable by the Village to the Proviso Community Bank, or any its subsidiaries, those fees shall be approved by the Village President and Board of Trustees by resolution or motion at an open, public meeting of the Village Board.

**SECTION 5: Approval of Initial Bank Account for Capital Projects.** The Village President and Board of Trustees of the Village of Maywood approve and authorize the initial bank account to be opened, maintained and used by the Village at the Proviso Community Bank and shall be titled the same as or substantially similar to: "Village of Maywood - Capital Projects Bank Account". Any additional bank

accounts to be opened at Proviso Community Bank shall require approval of an authorizing Resolution, in similar form and content to this Resolution, by the Village Board at a meeting open to the public and properly posted in accordance with the Illinois Open Meetings Act (5 ILCS 120/); and

**SECTION 6: Collateralization Obligations of Proviso Community Bank.** As a condition of the Village Board's approval and authorization granted by this Resolution for the opening of and the deposit of Village funds into the Village of Maywood - Capital Projects Bank Account, Proviso Community Bank shall comply with the collateralization requirements that apply to the Village funds deposited with Proviso Community Bank in accordance with the Public Funds Deposit Act (30 ILCS 225/) and the Public Funds Investment Act (30 ILCS 235/).

**SECTION 7: Execution by Village and Payment Village Obligations.** The President and Board of Trustees also authorize and direct the Village President, the Village Clerk, the Village Treasurer, the Village Manager, the Village Finance Director and the Village Attorney, or their designees, to execute and deliver all other instruments and documents and pay all Village Board-authorized costs that are necessary to fulfill the Village's obligations under any depository and withdrawal agreement.

**SECTION 8: Effective Date.** This Resolution shall be in full force and effect immediately upon its adoption and approval.

**ADOPTED** this 17th day of August, 2021, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** this 17th day of August, 2021, by the Village President of the Village of Maywood, and attested by the Village Clerk, on the same day.

\_\_\_\_\_  
Nathaniel George Booker, Village President

**ATTEST:**

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

**RESOLUTION NO. R-2021-\_\_\_\_\_**

**A RESOLUTION DESIGNATING PROVISIO COMMUNITY BANK AS PUBLIC DEPOSITORY  
AND AUTHORIZING THE DEPOSIT AND WITHDRAWAL OF VILLAGE MONIES,  
AND DESIGNATING THE VILLAGE PRESIDENT,  
THE VILLAGE TREASURER AND THE VILLAGE CLERK  
AS AUTHORIZED SIGNATORIES AT PROVISIO COMMUNITY BANK  
(Village of Maywood - Capital Projects Bank Account)**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 17th day of August, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 17th day of August, 2021.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this \_\_\_ day of August, 2021.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

[SEAL]



**PROVISO COMMUNITY BANK,  
CHARTERED BY HINSDALE BANK AND TRUST,  
A SUBSIDIARY OF WINTRUST FINANCIAL CORPORATION  
-- LETTERHEAD --**

August \_\_, 2021

President Nathaniel George Booker and Board of Trustees  
Village of Maywood  
40 East Madison Street  
Maywood, Illinois 60153

**Re: Proviso Community Bank, chartered by Hinsdale Bank and Trust, a subsidiary of Wintrust Financial Corporation – Resolution Designating Public Depository and Authorizing Withdrawal of Village Public Monies**

**Pledge to Village of Maywood Regarding Non-Discriminatory Lending Practices as Required by Section 36.05 (Investment of Village Funds; Real Estate Loans) of the Maywood Village Code**

**Collateralization of Village Funds in Accordance with the Public Funds Deposit Act (30 ILCS 225/) and the Public Funds Investment Act (30 ILCS 235/).**

Dear Mayor Nathaniel George Booker and Board of Trustees:

On behalf of the Proviso Community Bank, chartered by Hinsdale Bank and Trust, a subsidiary of Wintrust Financial Corporation, (the "Bank"), please be advised that Proviso Community Bank and each of its employees shall comply with the terms, provisions and obligations set forth in Section 36.05 (Investment of Village Funds; Real Estate Loans) of the Maywood Village Code, as follows:

- (A) The Bank agrees to assure that all Village of Maywood ("Village") funds, currently or in the future to be on deposit, invested or reinvested, be affirmatively deposited, invested or reinvested in such financial institutions as to assure their availability to qualified applicants for residential mortgage loans and residential improvement loans within the Village.
- (B) The Bank does not participate in the practice known as "redlining" activities based on racial, geographical or other discriminating policies that fail to serve the best interests of the Village as a whole and its individual citizens.

- (C) The Bank pledges not to arbitrarily reject mortgage loans for residential properties because of geographic area or location of such property. In addition, the Bank pledges to make loans available on low and moderate value residential property in the Village of Maywood on an affirmative basis within the limits of our local restrictions and sound credit and financial practices.
  
- (D) The Bank understands and agrees that if it: (1) fails to sign this Pledge; and/or (2) refuses to open its records to the Human Relations Commission when requested to do so by the Board of Trustees; and/or (3) is found guilty of "redlining" pursuant to the content of the Maywood Fair Housing Ordinance (Chapter 90); then the Bank shall be found in violation of the provisions of said Chapter or of Section 36.05 of the Maywood Village Code (Investment of Village Funds; Real Estate Loans), and such violation shall result in the withdrawal of the total amount of the Village investment funds and deposits from the Bank, such withdrawal to be accomplished only in a manner consistent with sound legal and financial practices.

In addition, Proviso Community Bank agrees to comply with the collateralization requirements that apply to the Village funds deposited with Proviso Community Bank in accordance with the Public Funds Deposit Act (30 ILCS 225/) and the Public Funds Investment Act (30 ILCS 235/).

If there are any questions, please contact me.

Sincerely,

PROVISO COMMUNITY BANK, CHARTERED BY HINSDALE  
BANK AND TRUST, A SUBSIDIARY OF WINTRUST  
FINANCIAL CORPORATION

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Authorized Bank Officer

cc. Gwaine Dianne Williams, Village Clerk  
Chasity Wells-Armstrong, Village Manager  
Steve Kuptz, Village Treasurer  
Lanya Satchell, Finance Director  
Michael T. Jurusik, Village Attorney



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**MEMORANDUM**

**TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**  
**FROM: Michael A. Marrs**  
**DATE: July 28, 2021**  
**RE: Ordinance Reorganizing Departmental Structure – Community Development and Building and Code Enforcement**

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As previously discussed by the Board of Trustees, I have enclosed the following document for review and consideration at the August 3, 2021 Committee of the Whole Meeting and action at the August 17, 2021 Special Village Board Meeting:

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE MAYWOOD VILLAGE CODE  
RELATIVE TO THE DEPARTMENTAL STRUCTURE OF THE VILLAGE**

Currently, zoning, economic development, code enforcement and inspection functions are all within the Community Development Department. The draft Ordinance separates out code enforcement and building inspection functions into a new Building and Code Enforcement Department, to be headed by a departmental head known as the Building Director. Zoning and economic development functions remain within the Community Development Department, which will continue to be headed by a departmental head known as the Director of Community Development.

References to the Director of Community Development and Community Development Department throughout the Village Code are revised where appropriate to Building Director and Building and Code Enforcement Department by Sections 4, 5 and 6 of the Ordinance. Sections 7, 8, 9 and 16 also clean up or change terminology or titles in certain sections. Finally, Sections 10 through 15 make changes that, because they were slightly more involved than simply changing a title, necessitated inclusion of a portion of text from the Code to show the changes being made.

If there are any questions, please feel free to contact me.

Enclosure

- cc: Gwaine Dianne Williams, Village Clerk (w/ encl.)
- Chasity Wells-Armstrong, Village Manager (w/ encl.)
- Lanya Satchell, Finance Director (w/ encl.)
- James Ellexson, Interim Human Resources Coordinator (w/ encl.)
- Angela Smith, Acting Director of Community Development (w/ encl.)
- Michael T. Jurusik, KTJ (w/ encl.)

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF  
THE MAYWOOD VILLAGE CODE RELATIVE TO  
THE DEPARTMENTAL STRUCTURE OF THE VILLAGE**

**WHEREAS**, the Village of Maywood (“Maywood”) is a home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII, Section 6 of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the Village Manager, in consultation with the Village President and Board of Trustees, desires to make certain organizational changes to the departmental structure of the Village, as set forth below in this Ordinance, to better serve the Village residents, property owners, business owners and the public; and

**WHEREAS**, the Village President and Board of Trustees of the Village find it to be in the best interests of the Village to effectuate the recommended organizational changes to the departmental structure of the Village, as set forth below in this Ordinance, to better serve the Village residents, property owners, business owners and the general public.

**BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** The findings set forth above are incorporated by reference into this Section 1 as if fully recited herein.

**SECTION 2:** Section 31.02 (Reserved) of the Maywood Village Code is amended to read in its entirety as follows:

**§ 31.02 ~~[RESERVED]~~ BUILDING AND CODE ENFORCEMENT DEPARTMENT.**

(A) *Creation and purpose.* There is created a Building and Code Enforcement Department, an executive department of the Village. The Building and Code Enforcement Department shall be under the jurisdiction and control of the Village Manager. The Building and Code Enforcement Department shall provide for the administration and coordination of all building inspections, code enforcement and related activities within the Village.

(B) *Composition.* The Building and Code Enforcement Department shall be composed of such officials, deputies, assistants and employees, including supervisors, inspectors, clerks, project assistants and other employees as may be necessary to carry out the functions of the

Department and as may be financed by the President and Board of Trustees in the annual budget of the Village.

(C) Director of Building and Code Enforcement. The head and direct supervisor of the Building and Code Enforcement Department shall be known as the Building Director. The Building Director shall be appointed by the Village Manager and shall be an official of the Village. The Building Director shall report directly to the Village Manager. The duties and responsibilities of the Building Director shall include oversight of the building inspection and code enforcement activities of the Village, as set forth in further detail below. All of the powers, duties, and responsibilities of the Building and Code Enforcement Department as set forth below may be performed by the Building Director, in his or her discretion, or may be performed at his or her direction. A bond shall be posted and paid for by the Village on behalf of the Building Director in an amount to be determined by the Village Manager at the time of his or her appointment.

(D) Powers, Duties and Responsibilities. The powers, duties and responsibilities of the Building Director, and his or her subordinates, shall be under the supervision and at the direction of the Village Manager, and shall include, but are not limited to:

(1) Carrying out the duties and responsibilities of the Building and Code Enforcement Department relative to enforcement of the Building Code and other Codes adopted by the Village, as well as other departmental duties relative to Code Enforcement as set forth throughout the Village Code;

(2) Conducting plan review and the issuance of permits as appropriate pursuant to the Village Code and any other codes or regulations adopted by the Village;

(3) Conducting inspections required by the Village Code and any other codes or regulations adopted by the Village, and oversight of all inspectors, including electrical and plumbing inspectors;

(4) The power to order all work stopped on construction or alterations and/or repairs to buildings within the corporate limits of the Village whenever such work is being done in violation of the Village Code, building, zoning, and property maintenance codes or any other Village code or regulation;

(5) The power, for the purposes of making inspections at any reasonable time, to make or cause to be made entry into any building or premises where work or altering, repairing and/or constructing any building or structure is commenced;

(6) Issuing notices of violations and citations for violations of the Village Code or any building or other Codes or regulations adopted thereunder;

(7) Approving certificates of occupancy and zoning for any structure or use of land in the Village;

(8) With the assistance of the administrative staff of the Building and Code Enforcement Department, keeping all records of transactions and matters involving the Building and Code Enforcement Division, including all records required by federal and state funding agencies, all financial records, records and files related to applications for permits and inspections, records related to compliance issues concerning properties within the Village, and other such records as may be necessary for the efficient operation of the Department; and

(9) The performance of any other duties at the direction of the Village Manager.

(E) At-will employee. Notwithstanding wording contained in other parts of the Village Code, the Building Director is an at-will employee and shall serve at the pleasure of the Village Manager."

**SECTION 3:** The current text of Section 31.05 (Community Development Department) of the Maywood Village Code is amended to read in its entirety as follows:

**§ 31.05 ~~DEPARTMENT OF COMMUNITY DEVELOPMENT~~ DEPARTMENT.**

(A) *Creation and purpose.* There is created a ~~Department of~~ Community Development ~~Department~~, an executive department of the Village. The ~~Department of~~ Community Development ~~Department~~ shall be under the jurisdiction and control of the Village Manager. The ~~Department of~~ Community Development ~~Department~~ shall provide for the administration and coordination of all ~~building-economic~~ and land development, ~~code enforcement, and~~ ~~planning and zoning and planning~~ issues and related activities within the Village.

(B) *Composition.* The ~~Department of~~ Community Development ~~Department~~ shall include a ~~Code Enforcement Division and a Planning and Development Division.~~ The ~~Department of~~ Community Development shall be composed of such officials, deputies, assistants and employees, including supervisors, inspectors, clerks, project assistants and other employees as may be necessary to carry out the functions of the Department and as may be financed by the President and Board of Trustees in the annual budget of the Village.

(C) *Director of Community Development.* The head and direct supervisor of the ~~Department of~~ Community Development ~~Department~~ shall be known as the Director of Community Development. The Director of Community Development shall be appointed by the Village Manager and shall be an official of the Village. The Director of Community Development shall report directly to the Village Manager. The duties and responsibilities of the Director of Community Development shall include oversight of the ~~Code Enforcement Division and Planning and Development Division~~ ~~economic and land development, planning and zoning~~ activities of the Village, as set forth in more detail below. All of the powers, duties, and responsibilities of the Director of Community Development as set forth below ~~for the Code Enforcement Division and the Planning and Development Division and the heads of those divisions,~~ may be performed by the Director of Community Development, in his or her discretion, or may be performed at his or her direction. A bond shall be posted and paid for by the Village on behalf of the Director of Community Development in an amount to be determined by the Village Manager at the time of his or her appointment.

(D) *Planning and Development Division Powers, Duties and Responsibilities.* ~~The powers, duties and responsibilities of the Director of Community Development, and his or her subordinates, shall be under the supervision and at the direction of the Village Manager, and shall include, but are not limited to~~ ~~The head of the Planning and Development Division shall be known as the Coordinator of Compliance. The Coordinator of Compliance shall be appointed by the Village Manager and shall report directly to the Director of Community Development. The powers, duties and responsibilities of the Planning and Development Division and the Coordinator of Compliance, and his or her subordinates, shall be under the oversight of and at~~

~~the direction of the the Director of Community Development and shall include, but are not limited to:~~

(1) Oversight of all planning and zoning matters, including, but not limited to:

(a) General oversight of all planning activities within the Village, including the development and periodic updating of a comprehensive plan for the Village.

(b) Enforcing the zoning regulations adopted by the Village.

(c) Providing public information on the provisions of the Village zoning regulations.

(d) Processing and forwarding to the Plan Commission/Zoning Board of Appeals all applications for appeals, variations, special uses, map or text amendments, or other matters on which the Plan Commission/Zoning Board of Appeals is required to review pursuant to law, this Code, or the Village's zoning regulations.

(e) Reviewing and preparing recommendations on all matters going before the Plan Commission/Zoning Board of Appeals and otherwise assisting the Plan Commission/Zoning Board of Appeals in the administration of its duties and responsibilities.

(f) Maintaining possession of appropriate records and files pertaining to the zoning regulations of the Village, including, but not limited to, zoning maps, amendments, special uses, variations, and appeals.

(g) Acting as Zoning Administrator and carrying out the powers and duties of the Zoning Administrator as set forth in the Village's zoning regulations.

(2) Oversight of all economic development activities within the Village, including but not limited to:

(a) Monitoring all new residential, commercial and industrial development within the Village.

(b) Planning, managing and developing programs related to residential, commercial and industrial redevelopment within the Village.

(c) Activities related to protecting and strengthening the character of the residential, commercial and industrial areas located within the Village.

(d) Oversight of properties owned by the Village and coordinating the acquisition and/or transference of same.

(e) Striving to have properties placed back onto the tax rolls and/or to otherwise become economically productive.

(3) Oversight of all community development functions and grant activities related to community development within the Village, including, but not limited to:

(a) Investigation of matters pertaining to community development and federal and state grant aid programs.

(b) Preparation of applications and supporting documentation regarding requests to federal and state agencies for funds for local housing and community development needs, and at the authorization of the President and Board, to file such applications as may be required.

(c) Carrying out activities related to housing and housing rehabilitation.

(d) Supervising the inspection of substandard housing, the preparation of cost estimates, and the preparation of rehabilitation job specifications.

(e) Reviewing and recommending to the President and Board of Trustees or other appropriate Village body approval of loans and grants related to community development and rehabilitation.

(f) Submitting to the appropriate funding agencies such reports as may be required quarterly, semi-annually, annually, biannually, and the like. Such reports include any reports required by the United States Department of Housing and Urban Development. A copy of all periodical reports shall also be submitted to the President and Board of Trustees.

(4) Other miscellaneous duties, including, but not limited to:

(a) ~~With the assistance of the administrative staff of the Department of Community Development, k~~Keeping all records of transactions of the Planning and Development DivisionCommunity Development Department, including all records required by federal and state funding agencies, all financial records, records and files related to applications for rehabilitation loans and grants, and other such records as may be necessary for the efficient operation of the DivisionDepartment.

(b) Oversight and management of all environmental Brownfield areas within the Village.

(c) Managing the registration of landlords pursuant to § 150.100 of the Village Code.

(d) The performance of any other duties at the direction of the Director of Community Development.

(E) ~~Code Enforcement Division.~~ The head of the Code Enforcement Division shall be known as the Coordinator of Enforcement. The Coordinator of Enforcement shall be appointed by the Village Manager and shall report directly to the Director of Community Development. The powers, duties and responsibilities of the Code Enforcement Division and the Coordinator of Enforcement, and his or her subordinates, shall be under the supervision and at the direction of the Director of Community Development, and shall include, but are not limited to:

—(1) Carrying out the duties and responsibilities of the Community Development Department relative to enforcement of the Building Code and other Codes adopted by the Village, as well as other departmental duties relative to Code Enforcement as set forth throughout the Village Code;

—(2) Conducting plan review and the issuance of permits as appropriate pursuant to the Village Code and any other codes or regulations adopted by the Village;

—(3) Conducting inspections required by the Village Code and any other codes or regulations adopted by the Village, and oversight of all inspectors, including electrical and plumbing inspectors;

—(4) The power to order all work stopped on construction or alterations and/or repairs to buildings within the corporate limits of the Village whenever such work is being done in violation of the Village Code, building, zoning, and property maintenance codes or any other Village code or regulation;

—(5) The power, for the purposes of making inspections at any reasonable time, to make or cause to be made entry into any building or premises where work or altering, repairing and/or constructing any building or structure is commenced;

—(6) Issuing notices of violations and citations for violations of the Village Code or any building or other Codes or regulations adopted thereunder;

—(7) Approving certificates of occupancy and zoning for any structure or use of land in the Village;

—(8) With the assistance of the administrative staff of the Community Development Department, keeping all records of transactions and matters involving the Code Enforcement Division, including all records required by federal and state funding agencies, all financial

records, records and files related to applications for permits and inspections, records related to compliance issues concerning properties within the Village, and other such records as may be necessary for the efficient operation of the Division; and

~~(9) The performance of any other duties at the direction of the Director of Community Development.~~

~~(F) At-will employee. Notwithstanding wording contained in other parts of the Village Code, the Director of Community Development, the head of the Planning and Development Division, if applicable, and the Coordinator of Enforcement, are all at-will employees is an at-will employee and shall serve at the pleasure of the Village Manager."~~

**SECTION 4:** The term "Director of Community Development" shall be changed to "Building Director" where it occurs in the following Sections of the Maywood Village Code:

31.44, 32.06, 33.09, 33.12, 50.01, 50.03, 50.21, 50.43, 50.46, 91.01, 91.02, 92.01, 92.02, 92.30, 93.03, 94.01, 94.16, 94.17, 94.18, 94.19, 94.22, 96.04, 96.14, 96.18, 98.07, 99.12, 100.06, 100.07, 100.09, 100.10, 101.03, 101.04, 101.05, 101.13, 101.15, 101.16, 101.17, 101.18, 101.19, 101.20, 101.21, 110.01, 110.03, 110.05, 110.11, 110.16, 111.06, 111.08, 111.10, 111.11, 111.13, 111.15, 111.16, 111.17, 111.18, 111.19, 111.25, 111.26, 111.31, 111.33, 111.34, 112.04, 112.05, 113.04, 113.07, 113.08, 113.14, 113.16, 117.02, 118.02, 118.03, 118.04, 118.06, 118.08, 119.06, 130.02, 130.65, 150.001, 150.002, 150.005, 150.006, 150.007, 150.008, 150.009, 150.010, 150.011, 150.012, 150.013, 150.014, 150.015, 150.016, 150.017, 150.018, 150.019, 150.024, 150.025, 150.026, 150.028, 150.031, 150.033, 150.037, 150.040, 150.041, 150.042, 150.044, 150.046, 150.047, 150.048, 150.049, 150.065, 150.066, 150.067, 150.068, 150.080, 150.095, 150.097, 150.098, 150.100, 150.104, 150.120, 160.08, 160.09, 160.20.

**SECTION 5:** The term "Community Development Department" shall be changed to "Building and Code Enforcement Department" where it occurs in the following Sections of the Maywood Village Code:

31.44, 31.45, 91.02, 116.03, 116.04, 116.12, 116.99, 119.02, 150.031, 150.032, 150.033, 150.035, 150.037, 150.042, 150.098, 150.099, 150.100, 150.103.

**SECTION 6:** The term "Department of Community Development" shall be changed to "Building and Code Enforcement Department" where it occurs in the following Sections of the Maywood Village Code:

50.05, 99.01, 99.02, 99.04, 99.05, 99.07, 110.18, 111.10, 118.03, 118.04, 119.06, 130.065, 150.002, 150.03, 150.011, 150.097 & 150.098.

**SECTION 7:** The term "Department of Community Development" shall be changed to "Community Development Department" where it occurs in the following Sections of the Maywood Village Code:

153.04

**SECTION 8:** The term "Building Officer" shall be changed to "Building Director" where it occurs in the following Sections of the Maywood Village Code:

117.27, 125.09 & 150.098.

**SECTION 9:** The term "Director of Community Development" shall be changed to "Village Manager" where it occurs in the following Sections of the Maywood Village Code:

97.03 & 97.04.

**SECTION 10:** The current text of subsection (E) (Powers and Duties) of Section 30.04 (Village Manager) of the Maywood Village Code is amended to read in its entirety as follows:

(E) *Powers and duties.* The Village Manager shall be the chief administrative officer of the Village. He or she shall be responsible to the Board for the proper administration of all affairs of the Village. As such administrative officer, he or she shall have the management and control of all matters and things pertaining to the operation and maintenance of the properties of the Village and of all departments of the Village, including the Department of Public Works, the Fire Department, the Police Department, the ~~Department of Community Development~~ Department, the Building and Code Enforcement Department, and the Department of Finance and the general offices of the Village. He or she shall also have supervision of such other agencies, departments and offices as may be created by the Board, unless the management and control of such departments and offices is expressly delegated elsewhere. Specifically, but not in limitation of the above, he or she shall have the following additional powers and duties:

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**SECTION 11:** The current text of Section 97.02 (Permit Required to Extend Park Hours) of the Maywood Village Code is amended to read in its entirety as follows:

**§ 97.02 PERMIT REQUIRED TO EXTEND PARK HOURS.**

(A) The ~~Village Manager~~ Director of Community Development may, upon application, issue a permit authorizing a park, other than a park designated as a "tot lot" in § 97.06 to remain open for hours other than dawn to dusk for an event that is social, recreational, educational, or cultural in nature. Permit applications to have a park remain open past dusk or open prior to dawn shall be submitted at least 15 days prior to the event to the ~~Village Manager~~ Director of Community Development, who shall not issue such permit without the additional approval of the ~~Director of Parks and Recreation.~~

(B) The permit application shall, at a minimum, identify:

(1) The name, address, and telephone number of the person making the application;

(2) If the event is proposed to be conducted for, on behalf of, or by an organization, the name, address, and telephone number of the headquarters of the organization, and of the authorized and responsible heads of such organization;

(3) The name, address, and telephone number of the person who will be the primary organizer of the event and will be responsible for its conduct;

(4) The date when the event is to be held;

(5) The starting and ending time of the event;

(6) The approximate number of persons who will attend;

(7) A statement as to the reason the person or organization is requesting to have the park remain open outside of the hours between dawn and dusk;

(8) A statement as to what specific portion of the park the event will occupy;

(9) Any additional information which the Village Manager~~Director of Community Development~~ shall find reasonably necessary to a fair determination as to whether a permit should issue.

**SECTION 12:** The following definitions are added/amended in Section 101.02 of the Maywood Village Code:

**BUILDING DIRECTOR.** The Building Director or his or her designee, which may include the Village Engineer.

~~**DIRECTOR OF COMMUNITY DEVELOPMENT.** The Director of Community Development or his or her designee, which may include the Village Engineer.~~

**HAZARDOUS MATERIALS.** Any substance or material which, due to its quantity, form, concentration, location, or other characteristics, is determined by the Building Director~~Director of Community Development~~ to pose an unreasonable and imminent risk to the life, health or safety of persons or property or to the ecological balance of the environment, including, but not limited to explosives, radioactive materials, petroleum or petroleum products or gases, poisons, etiology (biological) agents, flammables, corrosives or any substance determined to be hazardous or toxic under any federal or state law, statute or regulation.

**SECTION 13:** The current text of Subsection (D) (Approval) of Section 112.03 (Licenses) of the Maywood Village Code is amended to read in its entirety as follows:

(D) Approval.

(1) Upon receipt of the application and plan, the Director of Finance shall submit the application and plan to the Director of Community Development, the Building Director, and the Chief of the Fire Department, and no license shall be issued until the application has received the written approval from each of the officials.

(2) The Director of Community Development and Building Director shall determine that all the requirements of the Building Code, the zoning ordinance, the Plumbing Code, the Electrical Code and the Housing Code of the Village are complied with and that the premises are safe and habitable and are provided with adequate facilities for heat, light and ventilation, and that all

pertinent state and Village health regulations have been complied with. The Chief of the Fire Department shall determine that all fire hazards have been eliminated from the premises; that the premises have proper and sufficient fire extinguishing equipment; that the premises comply with the Village fire regulations; and that the occupants of the building have adequate fire protection.

**SECTION 14:** The current text of Section 113.04 (Cooperation with Director of Community Development in Control of Communicable Disease) of the Maywood Village Code is amended to read in its entirety as follows:

**§ 113.04 COOPERATION WITH DIRECTOR OF COMMUNITY DEVELOPMENT IN CONTROL OF COMMUNICABLE DISEASE.**

It shall be the duty of every person conducting, operating, or employed by any home regulated by this chapter to cooperate with the Building Director~~Director of Community Development Officer~~ to minimize the danger of the transmission of communicable diseases, in accordance with the rules and regulations promulgated by the County Health Department.

**SECTION 15:** The current text of subsection (D) (Open to Director of Community Development) of Section 113.06 (Cooperation with Director of Community Development in Control of Communicable Disease) of the Maywood Village Code is amended to read in its entirety as follows:

(D) *Open to Director of Building Director*~~Community Development~~. All records shall be open at all reasonable times to the inspection of the Building Director~~Director of Community Development~~ or his or her duly authorized representative.

**§ 150.096 TERMS OF INTERNATIONAL PROPERTY MAINTENANCE CODE.**

Whenever the following words, terms and phrases are used in the Property Maintenance Code adopted by § 150.095, they have the meaning set forth below:

**CODE OFFICIAL.** The Building Director~~Director of the Department of Community Development~~ and any inspectors, officers or employees assigned to the Building and Code Enforcement Department~~Department of Community Development~~ to whom the authority to enforce the provisions of the Property Maintenance Code has been delegated.

**SECTION 16:** The term “Department of Planning and Zoning” shall be changed to “Building and Code Enforcement Department” where it occurs in Section 157.04 of the Maywood Village Code.

**SECTION 17:** All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

**SECTION 18:** Each section, paragraph, clause and provision of this Ordinance is severable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

**SECTION 19:** To the extent necessary, all table of contents, indexes, headings and internal references or cross-references to sections contained in the Maywood Code of Ordinances that have been deleted or amended by the Code Amendments set forth above shall be amended by the Village's codifier so as to be consistent with the Code Amendments of this Ordinance.

**SECTION 20:** Except as to the Code amendments set forth above in this Ordinance, all Chapters and Sections of the Maywood Village Code, as amended, shall remain in full force and effect.

**SECTION 21:** This Ordinance shall be in full force and effect immediately upon its passage, approval and publication as required by law.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2021, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

\_\_\_\_\_  
Nathaniel George Booker, Village President

**ATTEST:**

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

**CLERK'S CERTIFICATE**

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

**ORDINANCE NO. CO-2021-\_\_\_\_\_  
AN ORDINANCE AMENDING VARIOUS SECTIONS OF  
THE MAYWOOD VILLAGE CODE RELATIVE TO  
THE DEPARTMENTAL STRUCTURE OF THE VILLAGE**

which Ordinance was passed by the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the \_\_\_\_ day of \_\_\_\_\_, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the \_\_\_\_ day of \_\_\_\_\_, 2021.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Village Clerk

[SEAL]

**KTJ**KLEIN, THORPE & JENKINS, LTD.  
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**MEMORANDUM**

**TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**

**FROM: Michael T. Jursik**

**DATE: July 28, 2021**

**RE: Declaration Of A State Of Emergency In The Village Of Maywood, Cook County, Illinois (COVID-19 – August 3, 2021) (Disaster Declaration and Remote Meeting Rules)**

---

I have enclosed the following document for your review, consideration and action at an upcoming Village Board Meeting:

DECLARATION NO. 2021-1: DECLARATION OF A STATE OF EMERGENCY  
IN THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS  
(COVID-19 – AUGUST 3, 2021) (Disaster Declaration and Remote Meeting Rules)

On March 9, 2020, Governor JB Pritzker issued a disaster proclamation in the State of Illinois related to the COVID-19 pandemic as well as numerous related Executive Orders, including the Stay-At-Home Order, which impacted how local public bodies conduct their businesses. Then, on April 30, 2020, Governor Pritzker issued a new Disaster Proclamation dated April 30, 2020 and Executive Order Numbers 2020-32, 2020-33 and 2020-34 dated April 30, 2020 (known as the Modified "Stay-At-Home" Orders). In response, in March 2020 and June 2020, the Village of Maywood (the "Village") issued two (2) Declarations of a State of Emergency in the Village of Maywood, Cook County, Illinois (Declaration No. 2020-1 and Declaration No. 2020-2), which remain in effect.

On July 23, 2021, the Governor of the State of Illinois extended the disaster proclamation in the State of Illinois related to the COVID-19 pandemic for an additional thirty (30) days and issued Executive Order Number 2021-15, which re-issues and extends many of the prior COVID-19 Executive Orders until August 21, 2021. Although the Village has resumed in-person meetings and proceedings and is hopeful that the COVID-19 emergency is improving, as the State of Illinois has continued to extend its disaster proclamation, the Village should do the same in order to ensure that the Village can continue to adequately and effectively respond to the emergency situation. As the Village has now begun to hold regular Board meetings, this Declaration simply confirms that the disaster proclamation remains in effect.

The enclosed document renews the Village's disaster declaration, the same as the State of Illinois did. The Declaration also renews the procedures for remote meetings that are a part of the Open Meetings Act. Several key aspects of the remote meeting rules are as follows:

- All members of the public body (any Village board, committee or commission) participating in the meeting, wherever their physical location, shall be verified and must be able to hear one another and must be able to hear all discussion and testimony.
- For open meetings, members of the public present at the regular meeting location must be able to hear all discussion and testimony and all votes of the members of the public body, unless

attendance at the regular meeting location is not feasible due to the State of Emergency, in which case the public body must make alternative arrangements and provide notice of such alternative communication arrangements in a manner that allows public access to contemporaneously hear all discussion, testimony and roll call votes (e.g., telephone number or a web-based link).

- At least one member of the public body, chief legal counsel or chief administrative officer must be physically present at the regular meeting location, unless unfeasible due to the State of Emergency.
- All votes shall be conducted by roll call, so each member's vote on each issue can be identified and recorded.
- Public bodies holding open meetings under these rules must also keep a verbatim record of all their meetings in the form of an audio or video recording. Verbatim records made under these rules shall be made available to the public under, and are otherwise subject to, the provisions of Section 2.06 of the Open Meetings Act.

In regard to the State Of Emergency Ordinance No. CO-2020-07, adopted by the Village Board on March 17, 2020, Section 6 of that Ordinance provided that the Village President's statutory emergency powers and special contract procurement powers shall remain in full force and effect without further action by the Village President or Corporate Authorities until such State of Emergency has been resolved as declared in writing by the Village President or until the authorizations are withdrawn by passage of an ordinance by an affirmative majority vote the Corporate Authorities at a public meeting. So there is no need to re-adopt that Ordinance.

If there are any questions, please contact me

*Mike*

Enclosure

cc: Gwaine Dianne Williams, Village Clerk (w/ encl.)  
Chasity Wells-Armstrong, Village Manager (w/ encl.)  
Lanya Satchell, Finance Director (w/ encl.)  
James Ellexson, Interim Human Resources Coordinator (w/ encl.)  
John West, Director of Public Works (w/ encl.)  
Craig Bronaugh, Fire Chief (w/ encl.)  
Elijah Willis, Acting Police Chief (w/ encl.)  
Angela Smith, Interim Community Development Director (w/ encl.)  
Bill Peterhansen / Mark Lucas, Village Engineers (w/ encl.)  
Michael A. Marrs, KTJ (w/ encl.)

**DECLARATION NO. 2021-1**

**DECLARATION OF A STATE OF EMERGENCY IN  
THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS  
(COVID-19 – AUGUST 3, 2021)  
(Disaster Declaration and Remote Meeting Rules)**

**WHEREAS**, the Village of Maywood (“Village”) is a home rule unit of local government as provided by Article VII, Section 6 of the Illinois Constitution of 1970; and

**WHEREAS**, COVID-19, also known as the “coronavirus,” is a dangerous disease which has spread around the world, including in the United States, the State of Illinois and Cook County; and

**WHEREAS**, COVID-19 is a direct and serious threat to the public’s health, safety and welfare; and

**WHEREAS**, on March 9, 2020, the Governor of the State of Illinois issued a disaster proclamation in the State of Illinois related to the COVID-19 pandemic. On April 30, 2020, the Governor of the State of Illinois issued a new Disaster Proclamation dated April 30, 2020 and Executive Order Numbers 2020-32, 2020-33 and 2020-34 dated April 30, 2020 (Modified “Stay-At-Home” Orders); and

**WHEREAS**, on March 10, 2020, the President of the Cook County Board of Commissioners issued a disaster proclamation in Cook County, Illinois related to the COVID-19 pandemic; and

**WHEREAS**, on March 11, 2020, the World Health Organization declared the COVID-19 virus a pandemic; and

**WHEREAS**, on March 13, 2020, the President of the United States declared a nationwide emergency under Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 52 U.S.C. 5121, *et seq.*, related to the COVID-19 pandemic; and

**WHEREAS**, COVID-19 continues to be a dangerous, contagious disease which has spread around the world, including in the United States, the State of Illinois, Cook County and the Village, and is a direct and serious threat to the public’s health, safety and welfare; and

**WHEREAS**, COVID-19 is a disease that is likely to cause loss of life, loss of productivity, hardship and suffering to persons residing in or doing business in and around the Village; and

**WHEREAS**, Section 11-1-6 of the Illinois Municipal Code, 65 ILCS 5/11-1-6, provides that the corporate authorities of the Village of Maywood may grant the Village President the extraordinary power and authority to exercise, by executive order during a state of emergency, such of the powers of the Village’s corporate authorities as may be reasonably necessary to respond to the emergency; and

**WHEREAS**, on March 17, 2020, the Village President and Board of Trustees respectively adopted ORDINANCE NO. CO-2020-07 -- AN ORDINANCE AUTHORIZING THE VILLAGE PRESIDENT TO DECLARE A STATE OF EMERGENCY SHOULD THE NEED ARISE AND AUTHORIZING PURCHASE CONTRACTS AS NECESSARY TO RESOLVE A STATE OF EMERGENCY WITHOUT PUBLIC ADVERTISEMENT WITHIN THE VILLAGE OF MAYWOOD, which authorized the Village President to declare a state of emergency in the Village pursuant to Section 11-1-6 of the Illinois Municipal Code, 65 ILCS 5/11-1-6); and

**WHEREAS**, in March 2020 and June 2020, the Village issued two (2) Declarations of a State of Emergency in the Village of Maywood, Cook County, Illinois (Declaration No. 2020-1 and Declaration No. 2020-2), which remain in effect; and

**WHEREAS**, on July 23, 2021, the Governor of the State of Illinois extended the disaster proclamation in the State of Illinois related to the COVID-19 pandemic for an additional thirty (30) days and issued Executive Order Number 2021-15, which re-issues and extends many of the prior COVID-19 Executive Orders until August 21, 2021; and

**WHEREAS**, although the Village has resumed in-person meetings and proceedings and is hopeful that the COVID-19 emergency is improving, as the State of Illinois has continued to extend its disaster proclamation, the Village has determined that it is necessary to do the same in order to ensure that the Village can continue to adequately and effectively respond to the emergency situation; and

**WHEREAS**, a declaration of a state of emergency in the Village of Maywood is necessary in order to allow the Village to assist in preventing the loss of life and injuries, and alleviating damages, loss, hardship and suffering related to the COVID-19 pandemic.

**NOW, THEREFORE, BE IT DECLARED, UNDER OATH BY THE VILLAGE PRESIDENT OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS:**

**SECTION 1: Incorporation.** The recitals above shall be and are incorporated in this Section 1 as if restated herein.

**SECTION 2: Declaration of a State of Emergency.** A state of emergency is declared in the Village of Maywood because of and in relation to the COVID-19 pandemic (the "Emergency").

**SECTION 3: Executive Orders.** The Village President is authorized to exercise, by executive order, such powers of the Village President and Board of Trustees as the Village President deems reasonably necessary to allow the Village to respond to the Emergency.

**SECTION 4: Procedures, Protocols and Regulations Subject to Suspension.** The Village Manager shall present requests to the Village President for approval of executive orders described in Section 3 above. Executive orders may address any Village regulations reasonably necessary to allow the Village to respond to the Emergency.

**SECTION 5: Procedures, Protocols and Regulations for Remote Meetings.** Pursuant to Sections 2.01 and 7 of the Open Meetings Act (120 ILCS 5/2.01 and 7) ("OMA"), as amended by Senate Bill 2135, and for the duration of the Illinois Governor's disaster declaration related to COVID-19 (a disaster as defined in Section 4 of the Illinois Emergency Management Agency Act), the Village President finds and declares that open and closed meetings with a quorum of the Village Board members and a quorum of the other Village boards, committees and commissions physically present is not appropriate due to the health concerns associated with the Emergency.

In regard to the conduct of remote meetings under this Declaration, the following rules apply:

- A. All members of the public body (any Village board, committee or commission) participating in the meeting, wherever their physical location, shall be verified and must be able to hear one

- another and must be able to hear all discussion and testimony.
- B. For open meetings, members of the public present at the regular meeting location of the public body must be able to hear all discussion and testimony and all votes of the members of the public body, unless attendance at the regular meeting location is not feasible due to the Emergency, including the issued Disaster Declaration, in which case the public body must make alternative arrangements and provide notice of such alternative arrangements in a manner to allow any interested member of the public access to contemporaneously hear all discussion, testimony and roll call votes (e.g., telephone number or a web-based link).
  - C. At least one member of the public body, chief legal counsel or chief administrative officer must be physically present at the regular meeting location, unless unfeasible due to the Emergency, including the issued Disaster Declaration.
  - D. All votes shall be conducted by roll call, so each member's vote on each issue can be identified and recorded.
  - E. Except in the event of a bona fide emergency, 48 hours' notice shall be given of a meeting to be held under these rules. Notice shall be given to all members of the public body, shall be posted on the website of the public body, and shall also be provided to any news media who has requested notice of meetings pursuant to subsection (a) of Section 2.02 of the Open Meetings Act ("OMA"). If the public body declares a bona fide emergency:
    - a. Notice shall be given pursuant to subsection (a) of Section 2.02 of the OMA, and the presiding officer shall state the nature of the emergency at the beginning of the meeting.
    - b. The public body must comply with the verbatim recording requirements set forth in Section 2.06 of the OMA.
  - F. Each member of the public body participating in a meeting by audio or video conference is considered present at the meeting for purposes of determining a quorum and participating in all proceedings.
  - G. In addition to the requirements for open meetings under Section 2.06 of the OMA, public bodies holding open meetings under these rules must also keep a verbatim record of all their meetings in the form of an audio or video recording. Verbatim records made under these rules shall be made available to the public under, and are otherwise subject to, the provisions of Section 2.06 of the OMA.
  - H. The public body shall bear all costs associated with compliance with these rules.

**SECTION 6: Duration.** The state of emergency declared herein shall expire upon the earlier of: (a) the adjournment of the next regular meeting of the Village President and Board of Trustees; or (b) withdrawal of this Declaration by the Village President.

**SECTION 7: Execution and Filing.** This Declaration has been executed by the Village President as noted below and shall be filed with the Village Clerk's Office upon its execution by the Village President.

\_\_\_\_\_  
Nathaniel George Booker, Village President

**ATTEST:**

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

Signed by the Village President and the Village Clerk on August\_\_\_\_\_, 2021.

**KTJ**KLEIN, THORPE & JENKINS, LTD.  
Attorneys at Law20 N. Wacker Drive, Ste 1660  
Chicago, Illinois 60606-2903  
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T 708 349 3888 F 708 349 1506[www.ktjlaw.com](http://www.ktjlaw.com)**MEMORANDUM**

**TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**

**FROM: Michael T. Jurusik**

**DATE: July 29, 2021**

**RE: Illinois Housing Development Authority  
Abandoned Residential Property Municipal Relief Grant Program**

---

Per the direction of Mayor Nathaniel George Booker, I have enclosed the following documents for review and consideration at the August 3, 2021 Committee of the Whole Meeting and action at the August 3, 2021 Special Village Board Meeting:

1. RESOLUTION ACCEPTING A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S ABANDONED RESIDENTIAL PROPERTY MUNICIPAL RELIEF PROGRAM AND AUTHORIZING AND APPROVING THE EXECUTION OF THE GRANT AGREEMENT
2. CERTIFICATION form per the Illinois Housing Development Authority ("IHDA")
3. INCUMBENCY CERTIFICATE form per the IHDA

In order to be eligible to apply for and be awarded a grant from the Illinois Housing Development Authority (the "Authority") under its Abandoned Residential Property Municipal Relief Program (the "Program"), the Village must approve the enclosed Resolution. Upon approval of the Resolution, the enclosed CERTIFICATION form and INCUMBENCY CERTIFICATE form need to be completed and executed by the Village and sent back to IHDA along with a certified copy of the Resolution.

If there are any questions, feel free to contact me.

*Mike***Enclosures**

cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)  
Chasity Wells-Armstrong, Village Manager (w/ encls.)  
Lanya Satchell, Finance Director (w/ encls.)  
Angela Smith, Interim Director of Community Development Department (w/ encls.)  
Michael A. Marrs, KTJ (w/ encls.)

RESOLUTION NO. R-2021 - \_\_\_\_\_

**A RESOLUTION ACCEPTING A GRANT FROM THE  
ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S  
ABANDONED RESIDENTIAL PROPERTY MUNICIPAL RELIEF PROGRAM AND  
AUTHORIZING AND APPROVING THE EXECUTION OF THE GRANT AGREEMENT**

**WHEREAS**, the Village of Maywood (the "Village" or the "Recipient" or the "Sponsor") has been awarded a grant (the "Grant") from the Illinois Housing Development Authority (the "Authority") program administrator of the Abandoned Residential Property Municipal Relief Program (the "Program"), as that Program is authorized by Section 7.31 of the Illinois Housing Development Act, 20 ILCS 3805 and the rules promulgated under the Act codified at 47 Ill. Adm. Code 381, as may be amended from time to time; and

**WHEREAS**, the Sponsor shall enter into the "Grant Agreement" with the Authority wherein the Authority agrees to make the Grant to the Sponsor, which shall be used by the Sponsor to assist with the maintenance and demolition of abandoned properties within the Recipient's area, all in accordance with the terms and conditions set forth in the Grant Agreement. A copy of the Grant Agreement is attached as **Exhibit "A"** and is on file with the Village Clerk's Office; and

**WHEREAS**, the Village will use the Grant Funds solely and exclusively for eligible activities and expenditures in connection with the Program and for no other purpose; and

**WHEREAS**, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to approve and enter into the attached Grant Agreement pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), and finds that accepting and entering into the Grant Agreement is in the best interests of the Village, its residents, business owners, property owners and the public.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

**SECTION 2:** The President and Board of Trustees of the Village (the "Sponsor") accept the Grant and authorize the approval and execution of the Grant Agreement with the Authority (**Exhibit "A"**) to be entered into with Authority for the purposes stated in the Grant Agreement.

**SECTION 3:** The President and Board of Trustees of the Village of Maywood further authorize and direct that the Village President, the Village Clerk, the Village Treasurer, the Village Attorney and/or the Village Manager, or their designees, accept the Grant Funds and execute and deliver such additional documents, instruments and certificates (including any amendments, agreements or supplements) as may be necessary or desirable for the Village to perform its obligations under the Grant Agreement. The Village President, the Village Clerk, the Village Treasurer, the Village Attorney and/or the Village Manager, or their designees, are authorized and directed to transmit executed originals or certified copies of all documents, including the Grant Agreement, to all parties and agencies that are entitled to

receive such documents, as required and directed by any other governmental oversight regulatory agency, in order to comply with the terms of the Grant Agreement.

**SECTION 4:** The President and Board of Trustees of the Village ratify, authorize, confirm and approve all documents and instruments executed in connection with the Grant and the Grant Agreement, including those acts taken prior to the date hereof.

**SECTION 5:** This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this 3rd day of August, 2021, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** this 3rd day of August, 2021, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

\_\_\_\_\_  
Nathaniel George Booker, Village President

**ATTEST:**

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

**Exhibit "A"**

**GRANT AGREEMENT FOR THE  
ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S  
ABANDONED RESIDENTIAL PROPERTY MUNICIPAL RELIEF PROGRAM**

(attached)

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

**RESOLUTION NO. R-2021 - \_\_\_\_\_**

**A RESOLUTION ACCEPTING A GRANT FROM THE  
ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S  
ABANDONED RESIDENTIAL PROPERTY MUNICIPAL RELIEF PROGRAM AND  
AUTHORIZING AND APPROVING THE EXECUTION OF THE GRANT AGREEMENT**

which Resolution was passed by a roll call vote the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 3rd day of August, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 3rd day of August, 2021.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this \_\_\_\_ day of August, 2021.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

[SEAL]

CERTIFICATION

This Certificate is being furnished to the Illinois Housing Development Authority (the "Authority"), in connection with the funds being made available by the Authority to the **Village Of Maywood** an Illinois unit of local government (the "Recipient") in connection with the Authority's Abandoned Residential Property Municipality Relief Program.

The undersigned hereby certifies that:

- (a) attached hereto as Exhibit A is a true, correct and complete original of the certificate of incumbency and the named individual(s) has/have been duly elected and is/are now fulfilling the office set forth after their name(s), with all the powers attached thereto:

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
\_\_\_\_\_, an  
Illinois municipal corporation

By: \_\_\_\_\_  
\_\_\_\_\_  
Secretary

**INCUMBENCY CERTIFICATE**

The following named individual(s) has/have been duly elected and is/are now fulfilling the office set forth after his/her name, with all the powers attached thereto; the signature after his/her name is the genuine signature of such individual:

Name:	Office:	Signature:
_____	Mayor	_____
_____	Village Clerk [or equivalent]	_____
_____	Village Manager	_____

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
\_\_\_\_\_, an  
[Illinois not-for-profit corporation]  
[Illinois municipal corporation]

By: \_\_\_\_\_  
\_\_\_\_\_  
Secretary



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**PRIVILEGED AND CONFIDENTIAL – ATTORNEY/CLIENT COMMUNICATION**

**MEMORANDUM**

**TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**  
**FROM: Michael A. Marrs**  
**DATE: June 17, 2021**  
**RE: Intergovernmental Agreement with the Maywood Park District for the Management, Operation, Maintenance and Use of the 200 South 5<sup>th</sup> Avenue and 1100 South 11<sup>th</sup> Avenue Buildings and Facilities**

---

I have enclosed the following document for your review at the June 26, 2021 Special Village Board Meeting:

An initial draft of an INTERGOVERNMENTAL AGREEMENT CONCERNING THE MANAGEMENT, OPERATION, MAINTENANCE AND USE OF THE 200 SOUTH 5TH AVENUE BUILDING AND 1100 SOUTH 11TH AVENUE BUILDING BETWEEN THE VILLAGE OF MAYWOOD AND THE MAYWOOD PARK DISTRICT

The Park District has requested that the Village allow it to manage, operate, maintain and use the 200 South 5<sup>th</sup> Avenue and 1100 South 11<sup>th</sup> Buildings and Facilities for the coming year. The Park District will, under the proposal set forth in the attached Intergovernmental Agreement, have control of the two (2) Buildings and their Facilities in order to provide for recreational, educational and cultural programming offered through the Park District to the residents of the Village, among other purposes. The proposed term of the Intergovernmental Agreement is for one (1) year, through July 15, 2022. This is an initial draft for the review of the Board and has not yet been shared with the Park District. We are seeking the Board’s input on the provisions of the proposed Intergovernmental Agreement prior to providing a draft to the Park District for review and comment.

If there are any questions, please feel free to contact me.

*Michael*

Enclosure

cc: Chasity Wells-Armstrong, Village Manager (w/ encl.)  
Gwayne Dianne Williams, Village Clerk (w/ encl.)  
Michael T. Jurusik, Village Attorney (w/ encl.)

INITIAL VILLAGE DRAFT – 06-17-21

**INTERGOVERNMENTAL AGREEMENT CONCERNING THE MANAGEMENT,  
OPERATION, MAINTENANCE AND USE OF THE 200 SOUTH 5<sup>TH</sup> AVENUE  
BUILDING AND 1100 SOUTH 11<sup>TH</sup> AVENUE BUILDING BETWEEN THE VILLAGE  
OF MAYWOOD AND THE MAYWOOD PARK DISTRICT**

This INTERGOVERNMENTAL USE AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the VILLAGE OF MAYWOOD (“Village”), an Illinois municipal corporation, and the MAYWOOD PARK DISTRICT, an Illinois body corporate and politic (“Park District”).

**RECITALS**

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorize units of local government to contract or otherwise associate among themselves to obtain or share services, and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and

**WHEREAS**, the Village and the Park District are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

**WHEREAS**, the Village currently owns, manages, operates and maintains a building commonly known as the 200 South 5<sup>th</sup> Avenue Building, related facilities within the building, and land underlying the building (collectively, the “200 Building”), on property commonly known as 200 South 5<sup>th</sup> Avenue, and legally described in Exhibit “A” attached hereto and made a part hereof; and

**WHEREAS**, the Village currently owns, manages, operates and maintains a building commonly known as the 1100 South 11<sup>th</sup> Avenue Building, related facilities within the building, and land underlying the building (collectively, the “1100 Building,” and collectively with the 200 Building, “the Buildings”), on property commonly known as 1100 South 11<sup>th</sup> Avenue, and legally described in Exhibit “B” attached hereto and made a part hereof; and

**WHEREAS**, the Park District provides recreational, educational and cultural programming throughout the Village of Maywood; and

**WHEREAS**, the Village and Park District find that it is necessary and desirable and in the best interests of the Village and Park District and their respective residents and patrons, to enter into this Agreement for the management, operation, maintenance and use of the Buildings, so that the Buildings, and the recreational and other facilities on the interior of the Building (the “Facilities”), may be managed, operated, maintained and used by the Park District for the provision of recreational, educational and cultural

programming offered through the Park District, during the term of this Agreement, subject to the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **INCORPORATION OF PREAMBLES**: Each of the whereas paragraphs contained in the Recitals section above are incorporated herein and made a part of this Agreement.

2. **PURPOSE**: The purpose of this Agreement is to allow the Park District to manage, operate, maintain and use the Buildings and Facilities within the Buildings, for the provision of recreational, educational and cultural programming offered through the Park District, during the term of this Agreement, subject to the terms and conditions contained herein.

3. **TERM**: The term of this Agreement shall be from the date the last signatory signs this Agreement (the "Effective Date"), until July 31, 2022, unless earlier terminated.

4. **FACILITIES USE**: During the term of this Agreement, the Park District shall, at its sole cost and expense:

- A. Provide recreational, educational and cultural programming offered by the Park District at the Buildings and Facilities ("Programming").
- B. Operate and manage the Buildings and Facilities in a manner consistent with the intent of this Agreement, including the coordination of rentals and licenses for use of the Buildings and Facilities.
- C. Hire adequate staff to operate the Programming in a professional manner.
- D. Maintain the Facilities in good order, condition and repair. The Park District shall be obligated to maintain and make any necessary repairs to the Facilities during the term of this Agreement that are required as a result of the Park District or its patrons use of the Facilities. Failure by the Park District to maintain the Buildings and Facilities to the satisfaction of the Village shall be regarded as a default under this Agreement, and, after notice and an opportunity to cure such default as provided in Section 15, shall be grounds for termination of this Agreement.
- E. Control access to the Buildings and Facilities within the Buildings by keeping the Buildings and Facilities secured at all times and ensuring that only authorized persons have access to and are allowed use of the Facilities.

- F. Upon termination of this Agreement for any reason, return the Buildings and Facilities to the Village in substantially the same or better condition than at the time of the Effective Date, normal wear and tear excepted.

5. **PARK DISTRICT SUPERVISORY RESPONSIBILITY:** The Park District will have supervisory responsibility over the Facilities, the Programming conducted by it pursuant to this Agreement, any third party events it authorizes to take place at the Buildings or Facilities, and over its employees and/or staff while utilizing the Buildings and Facilities pursuant to this Agreement. Any unsafe, illegal, or inappropriate behavior or conduct by persons using the Facilities while such Facilities are under the control of the Park District pursuant to this Agreement shall lead to the removal of any such persons engaged in said activities and may result in the termination of this Agreement following notice and an opportunity to cure, as set forth in Section 15 if such activities are promoted by, participated in by, condoned or allowed to happen by Park District personnel. Such conduct may, however, result in the immediate termination of this Agreement without notice or opportunity to cure, where such conduct is ongoing and is promoted by, participated in by, condoned or allowed to happen by Park District personnel and is likely to result in immediate harm to the Buildings, Facilities and/or patrons, renters, guests or other invitees, or the Park District's own employees and agents, such that providing notice and an opportunity to cure is not practical.

6. **INDEMNIFICATION:** As a material inducement for the Village to enter into this Agreement, the Park District agrees to defend, indemnify and hold harmless the Village and its officers, appointed and elected officials, President, Trustees, employees, agents, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, and engineers (the "Village Affiliates") harmless from and against any and all claims, actions, suits, property damages, economic and non-economic damages, losses, causes of action, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, including, but not limited to:

- A. Any such claims, actions, suits, property damages, economic and non-economic damages, losses, causes of action, costs, expenses and liabilities of any kind which arise directly or indirectly out of or in connection with from any personal injury, bodily injury, illness or death, or loss or damage of any kind to the property of any person, associated with or related to the management, operation, maintenance and use of the Buildings and Facilities by the Park District, and brought against any of the Village Affiliates, except to the extent that those claims, actions, suits, damages, losses, causes of action, costs, expenses and liabilities arise from the sole negligence of the Village and/or the Village Affiliates; and
- B. Any such claims, actions, suits, property damages, economic and non-economic damages, losses, causes of action, costs, expenses and

liabilities which arise directly or indirectly out of or in connection in any way with the Park District's management, operation, maintenance and use of the Buildings and Facilities, including but not limited to, the Park District's control and use of the Buildings and Facilities for the provision of Programming, except to the extent that those claims, actions, suits, damages, losses, causes of action, costs, expenses and liabilities arise from the sole negligence of the Village and/or the Village Affiliates; and

- C. Any such liabilities, damages or causes of action which arise directly or indirectly out of or in connection with any negligent, tortious or wrongful act or omission of the Park District, its officers, agents, employees, contractors or subcontractors, resulting in personal injury, bodily injury, illness or death to any person, loss or damage of any kind to the property of any person, including the Park District, its officers, agents employees, licensees and invitees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and
- D. Loss or damage of any kind resulting from the Park District's failure to comply with any provision of this Agreement, or of any federal, state or local law or regulation applicable to the Park District.

In the event of any personal injury, bodily injury, death, illness, or loss or damage or claim or claims therefore, the Park District shall give immediate written notice thereof to the Village Manager.

The Park District agrees that it is accepting operation and use of the Buildings and Facilities under this Agreement in "AS IS, WHERE IS" condition (including all existing environmental conditions of the soil and the groundwater), agrees that the Village is not making any warranties or guarantees of any kind regarding the suitability or fitness for a particular purpose of the Buildings or Facilities, and agrees to waive any claims, suits, actions and causes of action of any kind that it has or could have against the Village relative to the Buildings or Facilities.

The Village agrees to defend, indemnify and hold harmless the Park District, its representatives, officers, trustees, agents, and employees from and against any and all claims, actions, suits, property damages, economic and non-economic damages, losses, causes of action, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the Village's performance of the terms of this Agreement.

7. **INSURANCE.** The Park District shall maintain the following minimum levels of insurance coverage during the term of this Agreement:

- A. General Comprehensive Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, death and property damage. The general aggregate shall be twice the required occurrence limit. Minimum general aggregate shall be no less than \$2,000,000.
- B. Public Liability: \$1,000,000 combined single limit per occurrence. Minimum general aggregate shall be no less than \$1,000,000.
- C. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation: Workers' Compensation limits as required by State statute.
- E. Employer's Liability: \$500,000 per incident.
- F. Excess Liability: \$5,000,000 per occurrence and in the aggregate.

The insurance coverage of the Park District shall specifically name the Village of Maywood and its officers, appointed and elected officials, President, Trustees, employees, agents, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, and engineers as additional insureds. The Park District shall keep a current certificate of insurance showing the premium has been paid in full on file with the Village of Maywood at all times during the term of this Agreement. All Certificate(s) of Insurance shall contain the following endorsement: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to the Village." In the event of the cancellation of any insurance policy required herein, or upon the Park District's failure to procure said insurance, the Village shall have the right to immediately terminate this Agreement.

The Park District's policy or policies of insurance shall specifically recognize and cover the Park District's indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by the Park District shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the Park District's insurance.

8. **UTILITIES:** During the term of this Agreement, the Park District shall be solely responsible for the costs and maintenance of all utilities servicing the Buildings and Facilities, including water and sewer service provided by the Village, electricity, air conditioning, lighting, telephone, internet service, etc.

9. **KEYS AND EQUIPMENT; ACCESS BY VILLAGE FOR INSPECTION:**  
The Village agrees to allow the Park District access to and use of all existing equipment

located at the Buildings and Facilities necessary for operation and maintenance of the Facilities. Title to such equipment shall remain in the Village. The Park District shall turn over to the Village all keys to the Buildings in its possession at the termination of this Agreement. The Park District may not remove any Village Property from the Buildings and Facilities and must remove any Park District property from the Buildings and Facilities prior to the end of this Agreement. The Village and the Village's employees, agents, representatives and volunteers are authorized to enter the Buildings at any time with or without prior notice, for all lawful purposes, including inspection of the condition of the Buildings and Facilities for compliance with the requirements of this Agreement.

10. **MUTUAL COOPERATION:** The Village and the Park District agree to fully cooperate, consult and inform each other regarding any and all major decisions related to use of the Buildings and Facilities, in order to achieve the mutual goals and purposes of providing high quality recreational facilities and Programming and opportunities for the residents of the Village. During the term of this Agreement, as requested by either party, the Village and the Park District agree to consult one another in connection with:

- A. Achievement of goals for Programming provided at the Facilities by the Park District.
- B. Personnel matters, including hiring of qualified employees by the Park District for staffing the Programming provided by the Park District at the Facilities.
- C. Replacement, repairs or additions to equipment needed for the provision of high quality Programming at the Facilities.
- D. Any other matter concerning the operation of the Facilities, including without limitation the Park District's implementation of safety practices at the Facilities (e.g., employment of adequate trained staff) as deemed necessary by the Village or any regulatory agency for the protection of the health and safety of the persons using the Facilities.

11. **FEES:** Other than any costs detailed herein, there shall be no fee due from the Park District to the Village for use of the Buildings or Facilities during the term of this Agreement. The Park District shall be entitled to any fees generated by the operation of the Facilities, and Programming provided at the Facilities during the term of this Agreement. The Park District agrees to use the fees generated by the Programming run at the Facilities to defray the costs associated with maintaining the Buildings and Facilities and operating the Programming. The Park District agrees to maintain current and accurate records of all fee income related to the Buildings and Facilities. The Park District is not entitled allow use of the Facilities by third parties for uses consistent with the purposes of this Agreement and subject to the approval of the Village, which approval shall not be unreasonably withheld.

12. **VILLAGE USE OF THE FACILITIES:** If the Village has a need or desire to utilize the Buildings or Facilities or a portion thereof at a specific date and time, it shall notify the Park District at least seven (7) days in advance. The Park District shall make efforts to accommodate such Village use so long as the use does not present a direct conflict with Programming activities of the Park District, or some other specifically scheduled use.

13. **BUILDINGS, STRUCTURES, FIXTURES, STATUES, PLAQUES AND OTHER ARTWORK, LANDMARKS OR ARCHITECTURAL FEATURES:** The Park District is obligated to maintain as is and leave in place all buildings, structures, improvements (e.g., fences, lights, etc.), fixtures, statues, busts, plaques, artwork, landmarks or other architectural features (the "Improvements") existing at the Buildings and Facilities therein for the term of this Agreement. The Park District may not remove, modify, or otherwise alter any of the Improvements existing on or at the Buildings and Facilities therein without the express written consent of the Village, which consent may be withheld for any reason.

14. **PRIORITY OF MAYWOOD RESIDENTS:** The Park District shall give residents of Maywood first priority in any Programming openings related to the Facilities.

15. **DEFAULT:** In the event that either party fails to perform under this Agreement, the other party shall notify the non-performing party of the default, in writing, setting forth the nature of the default. The party that has failed to perform shall have seven (7) days after receipt of the notice to correct such failure or take substantial steps toward correcting the failure. If, after seven (7) days, the default has not been corrected, or substantial steps taken to correct the default, the party serving the notice may then declare the Agreement terminated, at which time the Park District shall immediately cease its management, operation, maintenance and use of the Buildings and Facilities, and shall return all keys to the Village.

16. **NOTICE:** All notices required to be provided under this Agreement shall be in writing and served either (a) personally during regular business hours; or (b) by overnight courier; or (c) by registered or certified mail, return receipt requested, properly addressed with postage prepaid and deposited in the United States mail. Notices served personally or by overnight courier shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service or upon a refusal to accept delivery. All notices shall be addressed as follows:

The Village:

Chasity Wells-Armstrong  
Village Manager  
Village of Maywood

With a copy to:

Michael T. Jurusik  
Village Attorney  
Klein, Thorpe and Jenkins, Ltd.

40 Madison Street  
Maywood, Illinois 60153  
Telephone (708) 450-6301

20 N. Wacker Drive, Suite 1660  
Chicago, Illinois 60606  
Telephone (312) 984-6400

The Park District:

With a copy to:

Lonette Hall  
Executive Director  
Maywood Park District  
921 S. 9th Avenue  
Maywood, Illinois 60153  
Telephone (708) 344-4740

ShawnTe M. Raines  
District Attorney  
Ancel Glink  
140 S. Dearborn Street, 6th Floor  
Chicago, Illinois 60603  
Telephone (312) 782-7606

17. **MECHANIC'S LIEN**: The Park District will not suffer or permit any mechanic's lien or other such lien to attach to the Buildings or Facilities. The Park District shall save and keep harmless the Village and its property from any such lien or claim therefor and from any and all cost or expense incurred in connection with any such lien or claim, including, attorney fees and expenses incurred with removing, settling or contesting such lien or claim.

18. **PERMITS**: The Park District shall obtain all necessary State, County and Village permits, licenses, consents and other approvals for the operation of Programming at the Facilities.

19. **ASSIGNMENT**: The Park District shall not assign, sublet, transfer, or convey this Agreement and its obligations hereunder to any person or entity.

20. **GOVERNMENTAL REGULATIONS**: Licensee shall comply with all applicable requirements of federal, state, county and local regulatory authorities, including the applicable provisions of the Village Code, with respect to the use of the Buildings and Facilities.

21. **EXECUTION**: This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same Agreement.

22. **ENTIRETY OF AGREEMENT**: This Agreement, together with the Exhibits attached thereto (all of which are attached hereto or incorporated herein by this reference), contains the entire understanding between the parties concerning the management, operation, maintenance and use of the Buildings and Facilities for the term of this Agreement and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment, or change shall

be allowed to this Agreement. Any modification, amendment, or change hereto shall be in writing and approved by the corporate authorities of the Village.

23. **NO DUTY TO THIRD PARTIES:** This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or Village, and/or any of their respective officials, officers and/or employees.

24. **NON-WAIVER:** Failure by the Park District or the Village to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but the Park District and the Village shall have the right to enforce the terms and conditions of this Agreement at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

25. **SEVERABILITY:** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

26. **AUTHORITY:** Execution of this Agreement by the Village is authorized by a resolution passed by the President and Board of Trustees of the Village on \_\_\_\_\_, 2021. Execution of this Agreement by the Park District is authorized by an ordinance/resolution passed by the Board of Commissioners of the Park District on \_\_\_\_\_, 2021. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

27. **DISCLAIMER OF RELATIONSHIP:** Nothing contained in this Agreement, nor any act of the Village or the Park District shall be deemed or construed by either of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Village and the Park District.

28. **ENFORCEABILITY:** If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the parties. In the

event of any conflict or inconsistency between the terms set forth in the body of this Agreement and the terms set forth in any Exhibit hereto, the terms set forth in such Exhibit shall govern and control.

29. **CHANGE IN LAWS:** The Park District shall immediately notify the Village of any change in conditions or change in federal, state or local law, or of any other event, which may significantly affect its ability to perform its obligations in accordance with the provisions of this Agreement.

30. **JURISDICTION AND VENUE:** This Agreement concerns property located within, and actions and activities to be performed within, the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

31. **CAPTIONS:** The captions at the beginning of the several paragraphs, respectively, are for convenience in locating the context, but are not part of the context.

32. **EXHIBITS:** True and correct copies of the attached Exhibits are incorporated herein and made a part of this Agreement and are identified as follows:

- EXHIBIT "A" -** Legal Description of the 200 S. 5<sup>th</sup> Avenue Building Property
- EXHIBIT "B"** Legal Description of the 1100 S. 11th Avenue Building Property

33. **EFFECTIVE DATE:** After this Agreement has been signed by the Park District, this Agreement shall be deemed dated and become effective on the date that the Village President and Village Clerk sign this Agreement which date shall be the date stated on the first page of this Agreement.

**VILLAGE OF MAYWOOD**

**MAYWOOD PARK DISTRICT**

By: \_\_\_\_\_  
Village President

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Village Clerk

Attest: \_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE 200 S. 5<sup>TH</sup> AVENUE BUILDING PROPERTY**

**EXHIBIT "B"**

**LEGAL DESCRIPTION OF THE 1100 S. 11<sup>TH</sup> AVENUE BUILDING PROPERTY**



20 N. Wacker Drive, Ste 1660  
Chicago, Illinois 60606-2903  
T 312 984 6400 F 312 984 6444

15010 S. Ravinia Avenue, Ste 10  
Orland Park, Illinois 60462-5353  
T 708 349 3888 F 708 349 1506

DD 312 984 6432  
mtjurusik@ktjlaw.com

www.ktjlaw.com

**PRIVILEGED AND CONFIDENTIAL – ATTORNEY/CLIENT COMMUNICATION**

**MEMORANDUM**

**TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**  
**FROM: Michael T. Jurusik**  
**DATE: June 21, 2021**  
**RE: Proposed Operation of the Fred Hampton Pool by the Maywood Park District**

In order to facilitate a discussion concerning the possible operation of the Village’s pool by the Maywood Park District, I have enclosed the following documents for your review at the June 26, 2021 Special Village Board Meeting:

- 1. MAYWOOD PARK DISTRICT - FRED HAMPTON POOL PROPOSAL 2020; and
- 2. A POOL USE AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE WEST COOK YMCA (2019 SUMMER SEASON).

For a number of years, the YMCA operated the Village’s Fred Hampton Pool (the “Pool”) pursuant to use agreements with the Village. The last version of that Agreement, from 2019, is attached. In 2020, the Park District submitted a proposal relative to maintenance, operation and control of the Pool by the Park District. We did not review the Park District proposal at the time based initially on direction from the then-Village Manager, and subsequently, because the pool remained closed during 2020 due to COVIC restrictions. If the Board is interested in moving forward with operation of the pool by the Park District at this time, we could review the Park District’s proposal against the form used previously with the YMCA and create a new version for further discussion and negotiation with the Park District.

If there are any questions, please feel free to contact me.

*Michael*

Enclosure  
cc: Chasity Wells-Armstrong, Village Manager (w/ encls.)  
Gwayne Dianne Williams, Village Clerk (w/ encls.)  
Michael A. MARRS (w/ encls.)



Maywood Park District  
Fred Hampton Pool Proposal 2020

This Pool Use Agreement (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2020, by and between the Village of Maywood (“Village”) and the Maywood Park District (“District”).

**RECITALS**

Whereas, the Village currently owns and maintains a public pool, land adjacent to the pool and related facilities inside a fenced area, commonly and collectively known as the Fred Hampton Family Aquatic Center (“Pool Facility”), on property commonly known as Maywood Park located north of Oak Street, south of the Union Pacific Railroad lines, west of First Avenue and east of Fifth Avenue; and

Whereas, the Village and the District desire for the Pool Facility to be maintained, operated and controlled by the District during the 2020 Summer Season, including the provision of all management, staff and activities at the Pool Facility; and

Whereas, the Village and District find that it is necessary and desirable, and in the best interests of the Village and District and their respective residents, members, or patrons, to enter into this Agreement for the Pool Facility, so that the Pool Facility may be maintained, operated and controlled by the District during the 2020 Season.

Now, therefore, in consideration of the mutual covenants and undertakings contained herein, and the other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**INCORPORATION OF PREAMBLES**

Each of the whereas paragraphs contained in the Recitals section above are incorporated herein and made a part of the Agreement.

**EFFECTIVE DATE, TERM AND TERMINATION**

A. *Term.* This Agreement shall become effective on the date that the last party executes this Agreement (the “Effective Date”). The term of this Agreement shall run from its Effective Date until September 4, 2020, unless such term is extended by mutual written agreement of the parties.

B. *Termination.* Either party may terminate this Agreement for any reason with fourteen (14) calendar days’ written notice. Upon termination, the District shall immediately cease its operation of and access to the Pool Facility. At the time of termination of this Agreement, the District shall return all Village-owned personal property associated with the Pool Facility, including but not limited to all keys to any Village buildings or locks, and shall remove any District-owned locks that have been temporarily installed at the Pool Facility.

C. If the Agreement is terminated by one party due to a default by the other party, upon delivery of written notice of the default, the defaulting party shall have five (5) business days to cure or commence action to cure the default.

D. Upon termination of this Agreement, the Maywood Park District shall return the Pool Facility to the Village in substantially the same or better condition than at the time of the Effective Date. Normal wear and tear are expected.

### **POOL FACILITY OPERATION, CONTROL AND MAINTENANCE**

A. *Village maintenance.* The Village shall be responsible for all mechanical upkeep of the Pool Facility and pool related equipment, including maintenance of all pumps, motors, slides, fencing and lighting in good and operation conditions. All mechanical equipment will be confirmed as being operational during a facilities walk-through and before control of the Pool Facility is turned over to the Maywood Park District.

B. *Park district maintenance.* The Maywood Park District shall be responsible for routine maintenance and operations of the Pool Facility, including but not limited to, water testing, chemical applications, filter backwashing, and the provision of cleaning and janitorial services for all areas making up the Pool Facility. The Pool Facility shall be operated to maintain the aquatic safety requirements of Cook County (including but not limited to chemical levels and lifeguard ratios).

C. *Rental of facility.* The Park District may rent the use of the Pool Facility for events during the term of this Agreement. The Village shall be named as additional insured for all facility rentals associated with the Pool Facility.

D. *Security and access.* The Village agrees to allow the Maywood Park District access to and use of all existing equipment located at the Pool Facility necessary for routine maintenance and operations of the Pool Facility. The Maywood Park District shall always control access to the Pool Facility by keeping the Facility secured and locked when not in use so that no unauthorized access into the Facility may occur.

E. *Operational hours.* The Maywood Park District shall operate the Pool Facility by opening it for the 2020 Season, which shall be defined as agreed by the parties, to the Village residents and general public, by maintaining regular hours and by offering swimming lessons and other recreational programming, services, rental and other activities and events related to the Pool Facility. The Maywood Park District shall provide a final schedule of hours of operations, programming and activities to the Village Manager within thirty (30) calendar days of execution of this Agreement. If the revenues generated by the users of the Pool Facility is not sufficient to cover the operating costs of the Pool Facility, the Maywood Park District, subject to prior notice to the Village Board, reserves the right to alter the hours and dates of operations.

G. *Utilities.* During the term of this Agreement, the Village shall be solely responsible for the costs and maintenance of all utilities servicing the Pool Facility, including

water and sewer service provided by the Village, electricity, air conditioning, lighting, telephone, etc.

H. *Promotion of operations.* The Village and the Park District will collaborate to promote the pool operations, as outlined in the attached Park District – Proposed 2020 Season Schedule. The Park District agrees to be primarily responsible for promoting the use of the Pool Facility to the Village residents.

I. *Warranties and guarantees.* The District shall ensure that the Pool Facility is still in compliance with the NRPA Aquatic Guidelines for Pools and Spas and the Pool Safety Act prior to opening. The District agrees that it is accepting control of the Pool Facility under this Agreement in “AS-IS, WHERE-IS”, condition (including all existing environmental conditions of the soil and the groundwater), agrees that the Village is not making any warranties or guarantees of any kind regarding the suitability or fitness for a particular purpose of the Pool Facility, and agrees to waive any claims, suits, actions and causes of action of any kind that it has or could have against the Village relative to the Pool Facility condition.

J. *Priority of Maywood Residents.* Residents of Maywood will be given priority in any recreational program openings related to the Pool Facility.

K. *Standards of Conduct.* The Park District shall not tolerate any unsafe, illegal, or inappropriate behavior or conduct by Pool Facility patrons, renters, guests, or the invitees, or its own employees and agents, and shall cause any persons engaging in such behaviors to be immediately removed from the Pool Facility. Such conduct may result in termination of this Agreement by the Village, by written notice in accordance with notice provisions herein, if such activities are promoted by, participated in by, condoned or allowed to happen by the District personnel. Such conduct may result in immediate termination of this Agreement without notice where such conduct is ongoing and is promoted by, participated in by, condoned or allowed to happen by the District personnel and is likely to result in immediate harm to the Pool Facility and/or patrons, renters, guests or invitees, or the District’s own employees and agents, providing that notice is not practical.

### **POOL CERTIFICATIONS**

The Maywood Park District shall provide management and appropriate certified staff to operate the pool in a professional manner. All management and staff used for operations and routine maintenance activities at the Pool Facility shall be Maywood Park District employees, unless the Maywood Park District and Village mutually agree in writing to have the Village, at its costs employ certain people to perform certain designated functions at the Pool Facility. Staff employed by the Village will be under the supervision of the Maywood Park District and be trained by the Maywood Park District staff.

### **FINANCIAL OBLIGATIONS, COSTS AND REVENUES**

A. *Initial start-up and operations.* The Village agrees to pay the Maywood Park District an amount equal to ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000.00) for the sole purpose of contributing to the start-ups costs, common maintenance costs, operational costs, advertising and activities / programming costs and staffing costs related to the Pool Facility (“Pool start-up and Operations Fee) for the 2020 Season. The Payment of the Pool start-up and Operations Fee shall be as follows:

1. April \_\_\_\_\_, 2020 (\$36,666.66)
2. May \_\_\_\_\_, 2020 (\$36,666.66)
3. June \_\_\_\_\_, 2020 (\$36,666.68)
- 4.

B. *Audit; Return of start-up and operations fees.* The Maywood Park District shall prepare a financial statement of the actual, documented costs incurred by the Maywood Park District in regard to the start-up costs, common maintenance costs, operational costs, advertising and activities / programming costs and staffing costs, related to the Pool Facility for the 2020 Season. In the event of early termination, and to the extent that such costs do not exceed the pool start-up and operations fee paid by the Village, the Maywood Park District agrees to return to the Village the unused portion of the pool start-up and operations fee within (30) calendar days of delivery of the financial statement to the Village Manager. The Maywood Park District agrees to make its financial records and supporting documents, or certified, true and accurate copies of such records, relative to the operation of the Pool Facility for the 2020 Season, available for inspection by the Village Manager, the Finance Director, the Village Attorney and the Village’s Auditor for purposes of verifying the financial statement prepared by the Maywood Park District under this agreement.

C. *Pool Revenues; Financial Statement.* The Maywood Park District shall be entitled to any fees generated by the Pool Facility during the term of this Agreement, including fees related to pool passes, rental of the Pool Facility, and fees generated by recreational programming run by the Maywood Park District at the Pool Facility. The District agrees to use the fees generated by the Pool Facility to defray the costs associated with maintaining, controlling and operating the Pool Facility. The District agrees to maintain current and accurate records of all fee income generated and incurred expenses related to the Pool Facility and provide to the Village Manager a detailed line-item financial statement, including supporting documents, of the fees generated and expenses incurred relating to the Pool Facility for the 2020 Season within sixty (60) calendar days of the closing date of the Pool Facility.

D. *Sharing of Net Profit.* The District and the Village agree to share equally any net profit that is realized by the operation of the Pool Facility for the 2020 Season. The term “net profit” shall mean that amount of income generated by the operation of the Pool Facility for the 2020 Season that is in excess of the actual, documented expenses incurred by the District in operating the Pool Facility during the 2020 Season. The Village’s Pool Start-Up and Operational Fees shall be included as fee income for purposes of determining net profit. The District shall pay to the Village fifty percent (50%) of any net profit within thirty (30) calendar days of delivery of the financial statement.

E. *Sharing of Net Operating Losses.* The Village’s Pool Start-Ups and Operations Fee and all other sources of pool-related revenues received by the District shall be included as

revenue for the purposes of determining net losses. If there is no net profit generated and a net operating loss exists, then the parties agree to share equally in the net operating losses, subject to the District's capped contribution toward net operating losses equal to FIVE THOUSAND DOLLARS (\$5,000.00). The Village shall pay all net operating losses that are in excess of the District's capped contribution thirty (30) calendar days of delivery of the financial statement.

F. *Shortened season.* In the event the Pool Facility does not operate for the entire 2020 Season by mutual consent of the parties, the parties agree that the financial statement process, sharing of net profits and return of Pool Start-Ups and Operations Fee (if any owed) identified in this Section will be followed.

### **MUTUAL COOPERATION**

The Village and the Park District agree to fully cooperate, consult and inform each other regarding any and all major decisions related to the maintenance, operation and control of the Pool Facility, in order to achieve the mutual goals and purposes of maintaining, operations and controlling a high-quality recreation Pool Facility and related programming for the residents of the Village. During the term of this Agreement, as requested by either party, the Village and Park District agree to consult one another in connection with: (1) achievement of goals of programming provided at the Pool Facility by the Park District including swimming lessons and other recreational programming, services and events related to the Pool Facility; (2) replacement, repairs or additional to equipment needed for the maintenance, operations or control of the Pool Facility; and (3) any other matter concerning the operations of the Pool Facility, including without limitation the Park District's implementation of safety practices at the Facility (e.g. employment of adequate trained and certified lifeguard staff) as deemed necessary by the Village or any regulatory agency for the protection of the health and safety of the persons using the Pool Facility.

### **INDEMNIFICATION BY MAYWOOD PARK DISTRICT**

A. As a material inducement for the Village to enter into this Agreement, and subject to the terms and limitations of the insurance coverages set forth in this Agreement, and to the extent permitted by law, the District agrees to defend, indemnify and hold harmless the Village and its officers, appointed and elected officials, President, Trustees, employees, agents, volunteers, representatives, and engineers (the "Village Affiliates") from and against any and all claims, actions, suits, property damages, economic and non-economic damages, losses, cause of actions, costs, expenses and liabilities including the reasonable fees and expenses of their attorney's, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally. The District reserves the right to select defense counsel to defend any such claims brought against the Village Affiliates.

B. Claims subject to indemnification include any claims, actions, suits, property damages, economic and non-economic damages, losses, causes of action, costs, expenses and liabilities of any kind which arise directly out of the negligence or tortious, willful or unlawful acts or omissions in association with the conduct of the District, its officers, agents, employees, contractors, or subcontractors ("District Affiliates"), and any action for loss or damage resulting

from the District's failure to comply with any provision of the Agreement, or of any federal, state, or local law or regulation applicable to the District. Said obligation to indemnify and hold harmless shall not extend to the extent that those claims, actions, suits, damages, losses, causes of action, costs, expenses and liabilities arise from the sole negligence of the Village and/or Village Affiliates.

C. In the event of any personal injury, bodily injury, death, illness, loss damage or claims therefore related to the Pool Facility, the District shall give written notice of such incident and/or claim to the Village Manager within twenty-four hours of the occurrence or notice of the claim.

#### **INDEMNIFICATION BY VILLAGE**

A. As a material inducement for the District to enter into this Agreement, and subject to the terms and limitations of the insurance coverages set forth in this Agreement, and to the extent permitted by law, the Village agrees to defend, indemnify and hold harmless the District, its employees, agents, volunteers, and representatives (the "District Affiliates") from and against any and all claims, actions, suits, property damages, economic and non-economic damages, losses, cause of actions, costs, expenses and liabilities including the reasonable fees and expenses of their attorney's, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally. The Village reserves the right to select defense counsel to defend any such claims brought against the District and its affiliates.

B. Claims subject to indemnification include any claims, actions, suits, property damages, economic and non-economic damages, losses, causes of action, costs, expenses and liabilities of any kind which arise directly out of the negligence or tortious, willful or unlawful acts or omissions in association with the conduct of the Village, its officers, agents, employees, contractors, or subcontractors ("Village Affiliates"), and any action for loss or damage resulting from the Village's acts or omissions regarding the mechanical upkeep and maintenance of the Pool Facility and/or other Village responsibilities under this Agreement and brought against the District or any of the District Affiliates. Said obligation to indemnify and hold harmless shall not extend to the extent that those claims, actions, suits, damages, losses, causes of action, costs, expenses and liabilities arise from the sole negligence of the District and/or District Affiliates.

#### **INSURANCE REQUIREMENTS**

A. The District and Village shall each maintain the following minimum level of insurance coverage during the term of the Agreement:

- General Comprehensive Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, death and property damage. The general aggregate shall be twice the required occurrence limit. Minimum general aggregate shall be no less than \$2,000,000
- Worker's Compensation: Worker's Compensation limits as required by State Statue

- Employer's Liability: \$5,000,000 per occurrence and in aggregate. (The Village shall reimburse the District for any additional premium incurred in increasing its current excess liability coverage to \$5,000,000)

B. Each party to this Agreement shall obtain coverage that specifically names the other party and affiliates identified in the indemnification section herein. The coverage obtained pursuant to this Agreement shall specifically name the indemnified parties Village of Maywood and its officers, appointed and elected officials, President, Trustees, employees, agents, volunteers, representatives, assigns, successors, transferees, licensees, invitees as additional insureds on a primary and non-contributing basis. The District shall always keep a current certificate of Insurance on file with the Village during the term of this Agreement. The District shall provide the Village with thirty (30) calendar days written notice should any of the described policies be cancelled or materially changed before the expiration date thereof. The Village shall provide the District with thirty (30) calendar days written notice of any policy cancellation or material changes before the expiration date thereof.

C. The insurance coverage under this Agreement shall specifically recognize and cover the party's respective indemnification obligations under this Agreement and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by the District shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the District's Insurance.

#### **BUILDING, STRUCTURES, FIXTURES, STATUES, PLAQUES AND OTHER ARTWORK, LANDMARKS OR ARCHITECTURAL FEATURES**

The Park District is obligated to maintain and leave in place all buildings, structures, improvements (e.g. fences, lights, etc.) fixtures, statues, busts, plaques, artwork, landmarks or other architectural features (the "improvements") existing on the Pool Facility for the term of the Agreement. The Park District may not remove, modify, or otherwise alter any of the improvements existing on or at the Pool Facility without the express written consent of the Village, which may be withheld for any reason. The improvements existing on or at the Pool Facility specifically include, but are not limited to, the plaque displaying the name of the Pool Facility and the statue honoring the late Fred Hampton.

#### **NOTICE**

All notices required to be provided under this Agreement shall be in writing and served either (a) personally during regular business hours; or (b) by registered or certified mail, return receipt requested, properly addressed with postage prepaid and deposited in the United States mail. Notices served personally shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. All notices shall be addressed as follows:

The Village  
Village Manager

The Maywood Park District  
Executive Director – Lonette C. Hall

Village of Maywood  
40 Madison St.  
Maywood, IL 60153  
Phone: 708-450-6301

Maywood Park District  
921 S. 9<sup>th</sup> Ave.  
Maywood, IL 60153  
Phone: 708-344-4740

#### **MECHANIC'S LIEN**

The Maywood Park District will not suffer or permit any mechanic's lien or other such lien to attach the Pool Facility. The District shall save and keep harmless the Village and its property from any such lien or claim, including, attorney fees and expenses incurred with removing, setting or contesting such lien or claim.

#### **PERMITS**

The District and Village shall work together to obtain all necessary State, County and Village permits, licenses, consents and other approvals for the operation of the Pool Facility.

#### **ASSIGNMENTS**

The District shall not assign, sublet, transfer, or convey the Agreement and its obligations hereunder to any person or entity.

#### **GOVERNMENTAL REGULATIONS**

The District shall comply with all applicable requirements of federal, state, county, and local regulatory authorities, including the applicable provisions of the Village Code, with respect to the maintenance, operation and control of the Pool Facility. The District shall immediately notify the Village of any change in conditions or change in federal, state or local law, or of any other event, which may significantly affect its ability to perform its obligations in accordance with the provisions of this Agreement.

#### **ENTIRETY OF AGREEMENT**

A. This Agreement, together with any Exhibits attached hereto (all of which are attached hereto or incorporated herein by this reference), contains the entire understanding between parties concerning maintenance, operation, and control of the Pool Facility for the term of this Agreement and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

B. No oral modification, amendment, or change shall be made this Agreement without the express approval of the same. Any modification, amendment, or change hereto shall be in writing and properly approved by the corporate authorities and duly executed by the

parties. A party recommending a revision or modification shall provide the other Party with at least ten (10) day notice of the proposed change.

### **NO DUTY TO THIRD PARTIES**

This Agreement is entered into solely for the benefit of the contracting parties, and nothing in the Agreement is intended, expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the District and/or Village, and/or any of their respective officials, officers and/or employees.

### **EXECUTION AND AUTHORITY**

This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same Agreement. Execution of this Agreement by the Village is authorized by an ordinance passed by the Board of Trustees of the Village on \_\_\_\_\_, 2020. Execution of this Agreement by the Maywood Park District is authorized by a resolution and motion passed by the Board of Commissioners of the Maywood Park District on \_\_\_\_\_, 2020. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

### **DISCLAIMER OF RELATIONSHIP**

Nothing contained in this Agreement, or any act of the Village or of the District shall be deemed or construed by either of the parties hereto, or by third persons, to create any relationships of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Village and the Maywood Park District.

### **ENFORCEABILITY**

If any provision of this, Agreement, or any paragraph, sentence, clause, phrase or work or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the parties.

### **JURISDICTION AND VENUE**

This Agreement concerns property located within, and actions and activities to be performed within, the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall

be in the Circuit Court of Cook County, Illinois and the parties' consent to the personal jurisdiction of said Court for any such action proceeding.

In Witness whereof, the parties have entered into this Agreement as of the date the last signatory signed and dated this Agreement below.

[INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

**Village of Maywood**

By: \_\_\_\_\_  
Village President

Date: \_\_\_\_\_, 2020

Attest: \_\_\_\_\_  
Village Clerk

Date: \_\_\_\_\_, 2020

**Maywood Park District**

By: \_\_\_\_\_  
Board President

Date: \_\_\_\_\_, 2020

Attest: \_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_, 2020



**POOL USE AGREEMENT BETWEEN  
THE VILLAGE OF MAYWOOD AND THE WEST COOK YMCA  
(2019 SUMMER SEASON)**

This **POOL USE AGREEMENT** ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2019, by and between the VILLAGE OF MAYWOOD, an Illinois Municipal Corporation ("Village"), and the WEST COOK YOUNG MEN'S CHRISTIAN ASSOCIATION INCORPORATED, an Illinois not-for-profit corporation ("YMCA").

**RECITALS**

**WHEREAS**, the Village currently owns and maintains a public pool, land adjacent to the pool inside a fenced area, and related facilities inside a fenced area, commonly known collectively as the Fred Hampton Family Aquatic Center ("Pool Facility"), on property commonly known as Maywood Park, and which is located north of Oak Street, south of the Union Pacific Railroad lines, west of 1st Avenue and east of 5th Avenue; and

**WHEREAS**, the Village and the YMCA desire for the Pool Facility to be maintained, operated and controlled by the YMCA during the 2019 summer season ("2019 Season"), including the provision of all management, staff and activities at the Pool Facility; and

**WHEREAS**, the Village and the YMCA find that it is necessary and desirable, and in the best interests of the Village and the YMCA and their respective residents, members or patrons, to enter into this Agreement for the Pool Facility, so that the Pool Facility may be maintained, operated and controlled by the YMCA during the 2019 Season.

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **INCORPORATION OF PREAMBLES**: Each of the Whereas paragraphs contained in the Recitals section above is incorporated herein and made a part of this Agreement.
2. **EFFECTIVE DATE, TERM AND TERMINATION**: This Agreement shall be deemed dated and become effective on the date that the last party executes this Agreement (the "Effective Date"). The **term of this Agreement shall run from its Effective Date until August 18, 2019**, unless such term is extended by mutual written agreement of the parties. Either party may terminate this Agreement for any reason upon ten (10) calendar days' written notice. Upon termination, the YMCA shall immediately cease its operation of and access to the Pool Facility. At the time of termination of this Agreement, the YMCA shall return all Village-owned personal property associated with the Pool Facility, including but not limited to all keys to any Village buildings or locks, and shall remove any YMCA-owned locks that have been temporarily installed at the Pool Facility.
3. **POOL FACILITY OPERATION, CONTROL AND MAINTENANCE**: Responsibility for Pool Facility operation, control and maintenance during the term of this Agreement shall be as follows: (a

summary of the responsibilities for routine maintenance and operation of the Pool Facility is attached hereto as Exhibit "A"):

- A. The Village shall be responsible for all mechanical upkeep of the Pool Facility and pool-related equipment, including maintenance of all pumps, motors, slides, fencing and lighting in good and operating condition. All mechanical equipment will be confirmed as being operational during a facilities walk-through and before control of the Pool Facility is turned over to the YMCA.
- B. The YMCA shall be responsible for routine maintenance and operation of the Pool Facility, including, but not limited to, water testing, chemical applications, filter backwashing, and the provision of cleaning and janitorial services for all areas making up the Pool Facility. The Pool Facility shall be operated to maintain the aquatic safety requirements of Cook County (including but not limited to chemical levels and lifeguard ratios). Failure by the YMCA to maintain the Pool Facility to the satisfaction of the Village shall be regarded as a default under this Agreement.
- C. The Village agrees to allow the YMCA access to and use of all existing equipment located at the Pool Facility necessary for routine maintenance and operation of the Pool Facility.
- D. The YMCA shall control access to the Pool Facility by keeping the Pool Facility secured at all times and locked when not in use so that no unauthorized access into the Pool Facility may occur.
- E. The YMCA shall operate the Pool Facility by opening it for the **2019 Season**, which shall be defined as **Monday, June 10, 2019 through Sunday, August 18, 2019**, to the Village residents, YMCA members and the public, by maintaining regular hours, and by offering swimming lessons and other recreational programming, services, rental, and other activities and events related to the Pool Facility. **The YMCA will provide a final schedule of hours of operation, programming and activities to the Village Manager by Monday, May 20, 2019**, which schedule shall be generally consistent with the "YMCA - 2019 Season Pool Operating Hours and Fee Schedule For The Maywood / Fred Hampton Family Aquatic Center," which is attached hereto as Exhibit "B" and made a part hereof.
- F. The YMCA shall provide management and appropriate certified staff to operate the Pool Facility in a professional manner. All management and staff used for operation and routine maintenance activities at the Pool Facility shall be YMCA employees, unless the YMCA and the Village mutually agree in writing to have the Village, at its cost, employ certain people to perform certain designated functions at the Pool Facility. **Staff employed by the Village will be under the supervision of the YMCA and be trained by YMCA staff.**
- G. The pool at the Pool Facility shall not be used without a YMCA Lifeguard on duty.
- H. The Village will provide a temporary uniformed security officer at the Pool Facility during Pool Facility hours. The Maywood Police Department will vet the security staff and manage times that are worked; the Maywood Police Department will conduct hourly checks on the Pool Facility by officers assigned to Zone 2 (Pool and Park area) which will include a walk around the concession area identified as a concern; the Maywood Police Department will assign a Part-Time Officer (PTO) from 3:00 p.m. to

7:00 p.m. to cover Pool Facility closings and walk Pool Facility manager to car with daily cash bank.

- I. The YMCA shall operate the Pool Facility in accordance with the terms of this Agreement. However, if the revenue generated by users of the Pool Facility is not enough to cover the operating cost of the Pool Facility, or there is a lack of available and qualified staff to provide a safe environment, the YMCA, subject to prior notice and discussion with the Village Board members, reserves the right to alter the hours and dates of operation.
  - J. The Village and the YMCA will collaborate to promote Pool Facility operations, as outlined in the attached "YMCA - 2019 Season Pool Operating Hours and Fee Schedule For The Maywood / Fred Hampton Family Aquatic Center" (Exhibit "B"), such as lessons and any other applicable events and/or programs. However, the YMCA agrees to be the party with the primary responsibility for promoting the use of the Pool Facility to Village residents, Village-based schools and community organizations and groups as well as the other West Cook YMCA community members.
  - K. Upon termination of this Agreement, the YMCA shall return the Pool Facility to the Village in substantially the same or better condition than at the time of the Effective Date, normal wear and tear excepted.
  - L. The Village reserves the exclusive right to operate, or have a contractor operate on its behalf, a concession stand at the Pool Facility.
5. **UTILITIES:** During the term of this Agreement, the Village shall be solely responsible for the costs and maintenance of all utilities servicing the Pool Facility, including water and sewer service provided by the Village, electricity, air conditioning, lighting, telephone, etc.
6. **FEES:** The parties agree as follows:
- A. **Pool Start-Up and Operations Fee:** The Village agrees to pay to the YMCA an amount equal to **SIXTY-THREE THOUSAND AND NO/100 DOLLARS (\$63,000.00)** for the sole purpose of contributing to the start-up costs, common maintenance costs, operational costs, advertising and activities / programming costs, and staffing costs related to the Pool Facility ("Pool Start-Up and Operations Fee") for the 2019 Season. The YMCA is solely responsible for paying the remaining start-up costs, common maintenance costs, operational costs, advertising and activities / programming costs, and staffing costs incurred relative to the operation of the Pool Facility for the 2019 Season. In the event that the YMCA incurs start-up costs, common maintenance costs, operational costs, advertising and activities / programming costs, and staffing costs related to the Pool Facility for the 2019 Season that are less than the Pool Start-Up and Operations Fee, the YMCA shall return the unused portion of the Pool Start-Up and Operations Fee to the Village within thirty (30) calendar days of delivery of the financial statement mentioned in Section 6.B. below. **The payment of the Pool Start-Up and Operations Fee shall be made in three (3) equal payments: (1) one-third of the Pool Start-Up and Operations Fee (or \$21,000.00) shall be paid on or before Friday, April 19, 2019; (2) one-third of the Pool Start-Up and Operations Fee (or \$21,000.00) shall be paid on or before Friday, May 24, 2019; and (3) one-third of the Pool Start-Up and Operations Fee (or**

**\$21,000.00) shall be paid on or before Friday, June 28, 2019.**

- B. Audit; Return of Pool Start-Up and Operations Fee:** The YMCA shall prepare a financial statement (as required by Section 6.E. below) of the actual, documented costs incurred by the YMCA in regard to the start-up costs, common maintenance costs, operational costs, advertising and activities / programming costs, and staffing costs related to the Pool Facility for the 2019 Season, and, to the extent that such costs do not exceed the Pool Start-Up and Operations Fee paid by the Village, as a result of any early termination of this Agreement (See, Section 6.C. below), then the YMCA agrees to return to the Village the unused portion of the Pool Start-Up and Operations Fee within thirty (30) calendar days of its delivery of the financial statement to the Village Manager. The YMCA agrees to make its financial records and supporting documents, or certified, true and accurate copies of such records, relative to the operation of the Pool Facility for the 2019 Season, available for inspection by the Village Manager, the Finance Director, the Village Attorney and the Village's Auditor for purposes of verifying the financial statement prepared by the YMCA under this Agreement.
- C. Early Termination; Default - Cure:** In the event that the Pool Facility does not operate for the entire 2019 Season by mutual consent of the parties, the parties agree that the financial statement process, sharing of net profits and return of Pool Start-Up and Operations Fee (if any is owed) identified in this Section 6 will be followed. If the Agreement is terminated by one party due to a default by the other party, upon delivery of written notice of the default, the defaulting party shall have five (5) business days to cure or commence action to cure the default.
- D. Pool Revenues; Financial Statement:** Subject to Sections 6.E. and 6.F. below, the YMCA shall be entitled to any fees generated by the Pool Facility during the term of this Agreement, including fees related to Pool Facility passes, rental of the Pool Facility, and fees generated by recreational programming run by the YMCA at the Pool Facility, but excluding any revenues generated by a Village-operated concession stand. The YMCA agrees to use the fees generated by the Pool Facility to defray the costs associated with maintaining, controlling and operating the Pool Facility. The YMCA agrees to maintain current and accurate records of all fee income generated and incurred expenses related to the Pool Facility and to provide to the Village Manager a detailed line-item financial statement, including supporting documents, of the fees generated and expenses incurred relating to the Pool Facility for the 2019 Season within sixty (60) calendar days of the closing date of the Pool Facility. This financial statement shall include a profit and loss statement for the 2019 Season. The Village's Pool Start-Up and Operations Fee shall be included in the financial statement as fee income for purposes of determining net profit and net losses.
- E. Sharing of Net Profit:** The YMCA and the Village agree to share equally any net profit that is realized by the operation of the Pool Facility for the 2019 Season. The term "net profit" shall mean that amount of income generated by the operation of the Pool Facility for the 2019 Season that is in excess of the actual, documented expenses incurred by the YMCA in operating the Pool Facility during the 2019 Season. The

Village's Pool Start-Up and Operations Fee shall be included as fee income for purposes of determining net profit. The YMCA shall pay to the Village its fifty percent (50%) share of any net profit within thirty (30) calendar days of delivery of the financial statement.

- F. **Sharing of Net Operating Losses:** The Village's Pool Start-Up and Operations Fee and all other sources of Pool Facility-related revenues received by the YMCA shall be included as revenue for purposes of determining net losses. If there is no net profit generated and a net operating loss exists, then the parties agree to share equally in the net operating losses, **subject to the YMCA's capped contribution toward any net operating losses equal to FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00)**. The Village shall pay all net operating losses that are in excess of the YMCA's capped contribution. The Village shall pay to the YMCA its share of any actual, documented net losses within thirty (30) calendar days of delivery of the financial statement.

7. **MUTUAL COOPERATION:** The Village and the YMCA agree to fully cooperate, consult and inform each other regarding any and all major decisions related to maintenance, operation and control of the Pool Facility, in order to achieve the mutual goals and purposes of maintaining, operating and controlling a high quality recreational Pool Facility and related programming for the residents of the Village and members of the YMCA. During the term of this Agreement, as requested by either party, the Village and the YMCA agree to consult one another in connection with:

- A. Achievement of goals for programming provided at the Pool Facility by the YMCA, including swimming lessons and other recreational programming, services, and events related to the Pool Facility.
- B. Personnel matters, including hiring of qualified, certified, employees by the YMCA for staffing the Pool Facility.
- C. Replacement, repairs or additions to equipment needed for the maintenance, operation or control of the Pool Facility.
- D. Any other matter concerning the operation of the Pool Facility, including without limitation the YMCA's implementation of safety practices at the Pool Facility (e.g., employment of adequate trained and certified lifeguard staff) as deemed necessary by the Village or any regulatory agency for the protection of the health and safety of persons using the Pool Facility.

8. **RENTAL OF POOL FACILITY:** The YMCA may rent out use of the Pool Facility for events during the term of this Agreement, subject to the prior approval of the Village Manager. The Village shall not be named as a party in any rental agreement, any rental agreement entered into shall specify that the YMCA and/or lessee are solely responsible for any liability associated with or arising out of the rental, and renter shall sign a waiver, hold harmless and indemnification agreement that protects the Village and YMCA. The Village Manager may, in his or her sole discretion, deny any proposed rental.

9. **AS-IS, WHERE-IS:** The YMCA shall insure that the Pool Facility is still in compliance with the federal Virginia Graeme Baker Spa and the Pool Safety Act prior to opening, subject to the Village's responsibility to pay for the costs of any compliance measures and the mechanical upkeep of the Pool

Facility. The YMCA agrees that it is accepting control of the Pool Facility under this Agreement in "AS-IS, WHERE-IS" condition (including all existing environmental conditions of the soil and the groundwater), agrees that the Village is not making any warranties or guarantees of any kind regarding the suitability or fitness for a particular purpose of the Pool Facility, and agrees to waive any claims, suits, actions and causes of action of any kind that it has or could have against the Village relative to the Pool Facility.

10. **INDEMNIFICATION BY YMCA:** As a material inducement for the Village to enter into this Agreement, and subject to the terms and limitations of the insurance coverages set forth in Section 12 below, and to the extent permitted by law, the YMCA agrees to defend, indemnify and hold harmless the Village and its officers, appointed and elected officials, President, Trustees, employees, agents, volunteers, representatives, attorneys and engineers (the "Village Affiliates") from and against any and all claims, actions, suits, property damages, economic and non-economic damages, losses, causes of action, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, as follows:

- A. Any such claims, actions, suits, property damages, economic and non-economic damages, losses, causes of action, costs, expenses and liabilities of any kind which arise directly out of the negligence or tortious, willful or unlawful acts or omissions in association with the conduct of the YMCA, its officers, agents, employees, contractors or subcontractors ("YMCA Affiliates"), and in connection with any personal injury, bodily injury, illness or death, or loss or damage to the property of any person, associated with or related to the use of the Pool Facility, YMCA's maintenance, operation and control of the Pool Facility and/or other YMCA responsibilities under this Agreement and brought against the Village or any of the Village Affiliates. Said obligation to indemnify and hold harmless shall not extend to the extent that those claims, actions, suits, damages, losses, causes of action, costs, expenses and liabilities arise from the sole negligence or willful or unlawful acts or omissions of the Village and/or the Village Affiliates.
- B. Loss or damage resulting from the YMCA's failure to comply with any provision of this Agreement, or of any federal, State or local law or regulation applicable to the YMCA.

In the event of any personal injury, bodily injury, death, illness, or loss or damage or claim or claims therefore related to the Pool Facility, the YMCA shall give immediate written notice thereof to the Village Manager.

11. **INDEMNIFICATION BY VILLAGE:** As a material inducement for the YMCA to enter into this Agreement, and subject to the terms and limitations of the insurance coverages set forth in Section 12 below, and to the extent permitted by law, the Village agrees to defend, indemnify and hold harmless the YMCA and the YMCA Affiliates from and against any and all claims, actions, suits, property damages, economic and non-economic damages, losses, causes of action, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, as follows:

- A. Any such claims, actions, suits, property damages, economic and non-economic

damages, losses, causes of action, costs, expenses and liabilities of any kind which arise directly out of the negligent or tortuous, willful or unlawful acts or omissions of the Village or Village Affiliates and in connection with any personal injury, bodily injury, illness or death, or loss or damage of any kind to the property of any person, associated with or related to the Village's mechanical upkeep and maintenance of the Pool Facility and/or other Village responsibilities under this Agreement and brought against the YMCA or any of the YMCA Affiliates. Said obligation to indemnify and hold harmless shall not extend to the extent that those claims, actions, suits, damages, losses, causes of action, costs, expenses and liabilities arise from the sole negligence of the YMCA and/or the YMCA Affiliates.

- B. Loss or damage resulting from the Village's failure to comply with any provision of this Agreement, or of any federal or State law or regulation applicable to the Village.

12. **INSURANCE.** The YMCA and Village shall each maintain the following minimum levels of insurance coverage during the term of this Agreement:

- A. General Comprehensive Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, death and property damage. The general aggregate shall be twice the required occurrence limit. The minimum general aggregate shall be no less than \$2,000,000.
- B. Workers' Compensation: Workers' Compensation limits as required by State statute.
- C. Employer's Liability: \$500,000 per incident.
- D. Excess Liability: \$5,000,000 per occurrence and in the aggregate. (The Village shall reimburse the YMCA for any additional premium incurred in increasing its current excess liability coverage to \$5,000,000.)

The insurance coverage of the YMCA shall specifically name the Village of Maywood and its officers, appointed and elected officials, President, Trustees, employees, agents, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys and engineers as additional insureds on a primary and non-contributing basis. The YMCA shall keep a current certificate of insurance on file with the Village at all times during the term of this Agreement. The Village shall be provided with thirty (30) calendar days written notice should any of the described policies be cancelled or materially changed before the expiration date thereof.

The YMCA's policy or policies of insurance shall specifically recognize and cover the YMCA's indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by the YMCA shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the YMCA's insurance.

13. **BUILDINGS, STRUCTURES, FIXTURES, STATUES, PLAQUES AND OTHER ARTWORK, LANDMARKS OR ARCHITECTURAL FEATURES:** The YMCA is obligated to maintain and leave in place all buildings, structures, improvements (e.g., fences, lights, etc.), fixtures, statues, busts, plaques, artwork,

landmarks or other architectural features (the "Improvements") existing on the Pool Facility for the term of this Agreement. The YMCA may not remove, modify or otherwise alter any of the Improvements existing on or at the Pool Facility without the express written consent of the Village, which consent may be withheld for any reason. The Improvements existing on or at the Pool Facility specifically include, but are not limited to, the plaque displaying the name of the Pool Facility and the statue honoring the late Fred Hampton.

14. **PRIORITY OF MAYWOOD RESIDENTS:** Residents of the Village will be given first priority in any recreational program openings related to the Pool Facility.

15. **STANDARD OF CONDUCT:** The YMCA shall not tolerate any unsafe, illegal or inappropriate behavior or conduct by Pool Facility patrons, renters, guests or other invitees, or its own employees and agents, and shall cause any persons engaging in such behaviors to be immediately removed from the Pool Facility. Such conduct may result in the termination of this Agreement by the Village if such activities are promoted by, participated in by, condoned or allowed to happen by YMCA personnel. Such conduct may result in the immediate termination of this Agreement without notice where such conduct is ongoing and is promoted by, participated in by, condoned or allowed to happen by YMCA personnel and is likely to result in immediate harm to the Pool Facility and/or patrons, renters, guests or other invitees, or the YMCA's own employees and agents, such that providing notice is not practical.

16. **NOTICE:** All notices required to be provided under this Agreement shall be in writing and served either: (a) personally during regular business hours; or (b) by registered or certified mail, return receipt requested, properly addressed with postage prepaid and deposited in the United States mail. Notices served personally shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. All notices shall be addressed as follows:

<p><b>To the Village:</b>  Village Manager  Village of Maywood  40 Madison Street  Maywood, Illinois 60153  Telephone: (708) 450-6301</p>	<p><b>To the YMCA:</b>  Chief Operations Officer – Kevin Klein  West Cook YMCA  255 South Marion Street  Oak Park, Illinois 60302  Telephone: (708) 434-0203</p>
---	--

17. **MECHANIC'S LIEN:** The YMCA will not suffer or permit any mechanic's lien or other such lien to attach to the Pool Facility. The YMCA shall save and keep harmless the Village and its property from any such lien or claim therefor and from any and all cost or expense incurred in connection with any such lien or claim, including attorney fees and expenses incurred with removing, settling or contesting such lien or claim.

18. **PERMITS:** The YMCA and the Village shall work together to obtain all necessary State, County and Village permits, licenses, consents and other approvals for the operation of the Pool Facility.

19. **ASSIGNMENT:** The YMCA shall not assign, sublet, transfer or convey this Agreement

and its obligations hereunder to any person or entity.

20. **GOVERNMENTAL REGULATIONS:** The YMCA shall comply with all applicable requirements of federal, State, county and local regulatory authorities, including the applicable provisions of the Village Code, with respect to the maintenance, operation and control of the Pool Facility. The YMCA shall immediately notify the Village of any change in conditions or change in federal, State or local law, or of any other event, which may significantly affect its ability to perform its obligations in accordance with the provisions of this Agreement.

21. **EXECUTION:** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same Agreement.

22. **ENTIRETY OF AGREEMENT:** This Agreement, together with any Exhibits attached hereto (all of which are attached hereto or incorporated herein by this reference), contains the entire understanding between the parties concerning maintenance, operation and control of the Pool Facility for the term of this Agreement and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

23. **AMENDMENT:** No oral modification, amendment or change shall be allowed to this Agreement. Any modification, amendment or change hereto shall be in writing upon mutual agreement of the parties. A party recommending a revision or modification to this Agreement shall provide the other party with at least ten (10) days' notice of the proposed change.

24. **NO DUTY TO THIRD PARTIES:** This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or implied, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the YMCA and/or Village, and/or any of their respective officials, officers and/or employees.

25. **AUTHORITY:** Execution of this Agreement by the Village is authorized by a resolution passed by the President and Board of Trustees of the Village on April 9, 2019. Execution of this Agreement by the YMCA is authorized by a motion passed by the Board of Directors of the YMCA on March 4, 2016. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

26. **DISCLAIMER OF RELATIONSHIP:** Nothing contained in this Agreement, nor any act of the Village or the YMCA, shall be deemed or construed by either of the parties hereto, or by third persons, to create any relationship of a third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Village and the YMCA.

27. **ENFORCEABILITY:** If any provision of this Agreement, or any paragraph, sentence,

clause, phrase or word or the application thereof, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law, provided that this Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the parties.

28. **JURISDICTION AND VENUE:** This Agreement concerns property located within, and actions and activities to be performed within, the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the date the last signatory signed and dated this Agreement below, which date shall be inserted on page 1 hereof.

**VILLAGE OF MAYWOOD**

**WEST COOK YMCA**

By: \_\_\_\_\_  
Edwenna Perkins  
Village President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
President/Chief Executive Officer

Date: \_\_\_\_\_, 2019

Date: \_\_\_\_\_, 2019

Attest: \_\_\_\_\_  
Viola Mims  
Village Clerk

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chief Operating Officer

Date: \_\_\_\_\_, 2019

Date: \_\_\_\_\_, 2019

**EXHIBIT "A"**

**POOL FACILITY OPERATION, CONTROL AND MAINTENANCE**

**West Cook YMCA – Routine Maintenance and Operation of the Fred Hampton Pool in Maywood:**

- **Daily upkeep and checks of:**
  - Pumps
  - Filters
  - Backwashing – cleaning filtration
  - Ordering chemicals (Chlorine/Acid)
  - Dispersing chemicals
  - Test kits for testing the water
- **Bathroom**
  - Daily cleaning
  - Unclogging toilets and sinks
- **Locker room**
  - Daily cleaning
- **Pool Deck**
  - Daily cleaning

**Village of Maywood is responsible for:**

- On site surveillance cameras
- The Village will provide a temporary uniformed security officer at the pool during pool hours. The Maywood Police Department will vet the security staff and manage times that are worked; the Maywood Police Department will conduct hourly checks on the Pool Facility by officers assigned to Zone 2 (Pool and Park area) which will include a walk around the concession area identified as a concern; the Maywood Police Department will assign a Part-Time Officer (PTO) from 3:00 p.m. to 7:00 p.m. to cover Pool Facility closings and walk Pool Facility manager to car with daily cash bank.
- Landscaping
- Scheduling trash pick-up
- Any structure issues with building such as front entrance, men's and women's locker room, cashier desk, lifeguard office
- Replacing the privacy screen located on fence and general fence repairs
- Any breakdown of mechanical equipment
- Major plumbing issues
- Major electrical issues, including the outdoor lights
- All Pool Structural issues:
  - Leaks
  - Cracks
  - Problems with drains
  - Ladders
- Structural issues with:
  - Slides
  - Ladders
  - platform
- AED unit

The Village of Maywood may contract with YMCA Building & Operation Staff for some of the items listed in the "Village of Maywood is responsible for" items and we can address them at our \$25.00 per hour rate.

**EXHIBIT "B"**

**YMCA – 2019 Season Pool Operating Hours and Fee Schedule  
For The Maywood / Fred Hampton Family Aquatic Center**

**Dates and Hours of Operation: June 10, 2019 to August 18, 2019 from 12:00 Noon to 7:00 p.m.**

	<b>Maywood Resident</b>	<b>Non-Resident</b>
<b>Daily Fees</b>		
Youth (Ages 3-17)	\$5	\$7
Adult (Ages 18-54)	\$8	\$10
Senior (Ages 55+)	\$6	\$8
Family (Limit 6)	\$15	\$17
<b>Annual Passes</b>		
Youth (Ages 3-17)	\$40	\$60
Adult (Ages 18+)	\$50	\$70
Family (Limit 6)	\$90	\$110



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Orland Park, Illinois 60462-5353  
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www.ktjlaw.com

**MEMORANDUM**

**TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**  
**FROM: Michael A. Marrs**  
**DATE: July 29, 2021**  
**RE: Updated Terms for Sale of Property/Redevelopment Agreement – 1002 S. 6<sup>th</sup> Avenue – Access Health and Housing, LLC**

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I have enclosed the following documents for review and consideration at the August 3, 2021 Committee of the Whole Meeting and action at the August 17, 2021 Special Village Board Meeting:

1. A RESOLUTION APPROVING THE SALE AND REDEVELOPMENT OF REAL PROPERTY COMMONLY KNOWN AS 1002 SOUTH 6th AVENUE AND EXECUTION OF A REDEVELOPMENT AGREEMENT REGARDING SAME (Purchaser / Developer: Access Health and Housing, LLC)
2. A Draft REDEVELOPMENT AGREEMENT between the Village of Maywood and Access Health and Housing, LLC (with redlining showing changes since the March, 2021 version)

Access Health and Housing, LLC (“Access Health”) has proposed to purchase real property at the southwest corner of 6th Avenue and Madison Street, commonly known as 1002 S. 6th Avenue (PINs: 15-14-102-009-0000 through 15-14-102-013-0000) (hereinafter the “Subject Property”), for a total purchase price of One Hundred Twenty Five Thousand and 00/100 Dollars (\$125,000.00). Access Health proposes to redevelop the Property by construction of a mixed-use building with two (2) ground-floor units for non-profit office use or commercial use on the corner of 6th Avenue and Madison Street and construction of two (2) multi-family residential housing buildings with four (4) units each on the lots to the south of the corner with a focus on veterans and residents with disabilities.

Because the Property lies within the Village’s Madison/Fifth Avenue Tax Increment Financing (“TIF”) District, the Village was required to conduct a TIF public hearing to disclose the terms of the sale of the Subject Property and the terms contained in the draft Redevelopment Agreement (“RDA”), and to consider any alternative redevelopment proposals or bids that are received after public notice requesting submittal of such proposals or bids is given. That hearing took place on March 2, 2021.

Following the public hearing, the Parties were at an impasse over certain issues, and in particular the tax treatment of the properties following their redevelopment. Following a recent meeting between the Parties, the Developer has agreed to increase the purchase price of the Subject Property from \$100,000 to \$125,000, has agreed to a plan relative to property taxation treatment of the Property, and has agreed to certain payments to the Village for use in support of Community Engagement or Workforce Development efforts.

## Summary of Significant Terms from the Redevelopment Agreement

**Development Proposal:** As noted above, Access Health proposes to improve the Property by constructing a mixed-use building with at least two (2) ground-floor units for non-profit office use or commercial use on the southwest corner of 6th Avenue and Madison Street and constructing two (2) multi-family residential housing buildings with four (4) units each on the lots to the south of the corner with a focus on veterans and residents with disabilities. Collectively, all of the foregoing is the “Project.”

**Condition of the Property, Due Diligence and Construction Timelines (See RDA Sections III.9, 10, 11 and 14 (Pages 5-8), Section IV. II.1. (Pages 4-5) and Section IV.1. (Pages 9-10)):** The following requirements for the Project are set forth in the RDA:

- The Developer has been conducting due diligence pursuant to a previously approved temporary access agreement with the Village. Despite the Village having received a No Further Remediation letter regarding the Subject Property in 2012, the Developer’s environmental testing has revealed a need for further remediation that will be conducted after Closing. The Developer intends to conduct that remediation pursuant to an Illinois Environmental Protection Agency (“IEPA”) remediation action plan shortly after Closing.
- Prior to Closing, the Developer must have met certain pre-conditions, including:
  - Receipt of all necessary zoning approvals (see RDA Section III.11.A. on pages 6-7).
  - Final plans submitted and approved by the Village Board (see RDA Section III.11.B. on page 7).
  - Providing to the Village proof of access to adequate, available funding to complete the Project (see RDA Section III.14. on page 8).
  - Execution of a letter of agreement regarding annual payments to the Village for use in support of Community Engagement or Workforce Development efforts.
- After Closing, the Developer shall:
  - Submit a Project remediation action plan to the IEPA within thirty (30) days after Closing.
  - Initiate environmental remediation, if any, of the Subject Property within ninety (90) days of Closing, subject to IEPA approval of the Project remediation action plan.
  - Initiate construction within ninety (90) days following completion of the IEPA Project remediation action plan.
  - Complete construction of the Project on or before December 31, 2022 (see Section IV.1.).

**Purchase Price (See RDA Section III.3., at Page 4):** The proposed purchase price of the Property is \$125,000 (increased from \$100,000 in last draft).

**Initial Deposit (See RDA Section III.4., Page 4):** The RDA requires an initial deposit by Access Health of \$10,000. That amount represents both a deposit towards the purchase price (earnest money), and a down payment on reimbursement to the Village for fees, costs and expenses incurred, or that will be incurred, as out-of-pocket costs by the Village in working on the RDA, and closing costs, such as title costs, survey, attorney fees, etc. To the extent incurred fees exceed the deposit amount, Access Health will be responsible for paying the remainder at Closing.

**Property Taxes (See RDA Section IV.2.B., Page 10):** The Developer has agreed to pay regular market rate real estate taxes for the first 3 years following construction of the Project, a reduced rate

based on rates related to affordable housing incentives in Cook County for the following ten years, and then regular market rate real estate taxes after that. The Developer has also pointed out that redevelopment of currently vacant properties with new housing and not-for-profit office space and/or commercial space provides benefits to the Village regardless of property taxes.

**Condition of the Property (See RDA Section IV.2.A., Page 9):** The Property is being conveyed in its "As-Is, Where-Is" condition.

**Zoning Relief (See RDA Section III.11, Pages 6-7):** Village staff and the Developer have identified the following anticipated requests for zoning relief relative to the Developer's proposed uses:

(1) 1002 S. 6th Ave (C-2) Lot 1 - Reciprocal access and use easements will be recorded to allow vehicular access to adjacent parking areas on Lots 2 and 3, as well as the shared use of a trash enclosure on Lots 2 and 3.

(2) 1002 S. 6th Ave (C-2) Lot 2 & Lot 3 – Rezoning/Zoning Map Amendment - Requesting rezoning anticipated Lots 2 and 3 from C-2 to R-4 Multi-Family Residential Zoning District to match the adjacent R-4 Multi-Family residential zoning in the area.

(3) Setback relief - Requesting front yard setback relief of 10'-0" to provide a buffer between the parking area and residential buildings at the backs of the property and a transition from the C-2 district to the adjacent R-4 District along South 6th Ave; 25'-0" is required per Table 7-2 of the Maywood Zoning Ordinance; 15'-0" has been provided.

In addition, one or more text amendments, special uses or other permissions may be required. Other zoning relief, if any, such as variations, that are required to construct and operate the Project, will be determined as the Developer's plans are more fully developed.

**Commercial and Other Development Incentives:** No commercial or development incentives have been requested by the Developer to date for inclusion in the RDA. Any requests for such incentives should be identified by the Developer at the public hearing or Board discussion for inclusion.

**Reverter Clause (See RDA Section V.1.D., at Pages 14-15):** The RDA provides for reconveyance of the Property to the Village in the event of a default by Access Health, including a failure to meet any of the deadlines set forth in the RDA (start of remediation work, start of construction, completion of the Project) following notice and an opportunity to cure.

If there are any questions, please feel free to contact me.

*Michael*

Enclosures

cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)  
Chasity Wells-Armstrong, Village Manager (w/ encls.)  
Angela Smith, Acting Director of Community Development (w/ encls.)  
Michael T. Jurusik, KTJ (w/ encls.)

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION APPROVING  
THE SALE AND REDEVELOPMENT OF REAL PROPERTY  
COMMONLY KNOWN AS 1002 SOUTH 6<sup>th</sup> AVENUE AND  
EXECUTION OF A REDEVELOPMENT AGREEMENT REGARDING SAME  
(Purchaser / Developer: Access Health and Housing, LLC)**

**WHEREAS**, the Village of Maywood (the "Village") has the authority to promote the health, safety and welfare of the Village and its inhabitants, to encourage private development in order to enhance the local tax base, create employment and ameliorate blight, and to enter into contractual agreements with third persons to achieve these purposes; and

**WHEREAS**, the Village has the authority to acquire various parcels of real property pursuant to its responsibility to protect the public health, safety and welfare, and has acquired title to numerous parcels of vacant, surplus real property pursuant to such authority; and

**WHEREAS**, one such real property acquired by the Village is commonly known as 1002 South 6<sup>th</sup> Avenue (PINs: 15-14-102-009-0000 through 15-14-102-013-0000), Maywood, Illinois (the "Subject Property"), the legal description of which is attached hereto as Exhibit "A"; and

**WHEREAS**, the Subject Property is currently vacant; and

**WHEREAS**, the Village is in receipt of an offer from Access Health and Housing, LLC ("Developer") to purchase the Subject Property, for a total purchase price of One Hundred Twenty Five Thousand and 00/100 Dollars (\$125,000.00), for the purpose of the Developer improving the Subject Property with construction of a mixed-use building with two (2) ground-floor units for non-profit office use or commercial use on the corner of 6th Avenue and Madison Street and construction of two (2) multi-family residential housing buildings with four (4) units each on the lots to the south of the corner with a focus on veterans and residents with disabilities, all in substantial conformance with the site plan and building elevations submitted by the Developer, a copy of which are attached hereto as Exhibit "B" and made hereof; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood are authorized, under the Village's home rule powers, to sell land and other property, real or personal, in the manner and at such price as the Village determines is reasonably necessary and in the best interests of the Village; and

**WHEREAS**, in addition, the Subject Property lies within the Village's "Madison Street/Fifth Avenue Tax Increment Financing District." Pursuant to Section 11-74.4-4 of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-4) (the "TIF Act"), the Village is authorized to sell the Subject Property in the manner and at such price as the Village finds reasonably necessary to achieve the objectives of the TIF redevelopment plan and project; and

**WHEREAS**, per Section 11-74.4-4(c) of the TIF Act (65 ILCS 5/11-74.4-4(c)), a TIF public hearing was conducted by the Village Board on March 2, 2021, during which the Village publicly disclosed the terms of the sale of the Subject Property and the terms contained in a draft “Redevelopment Agreement Between the Village of Maywood and Access Health and Housing, LLC” (the “Redevelopment Agreement”), a copy of which is attached hereto as **Exhibit “C”** and made a part hereof, and received a presentation by the Developer regarding its development proposal, and considered alternative proposals or bids received after public notice requesting submittal of such proposals or bids was given. No alternative proposals or bids were submitted; and

WHEREAS, since the public hearing, the Parties have had further negotiations which have resulted in minor changes to the Redevelopment Agreement, including agreements on an increase in the purchase price of the Subject Property from One Hundred Thousand and 00/100 Dollars (\$100,000.00) to One Hundred Twenty Five Thousand and 00/100 Dollars (\$125,000.00), an agreed plan relative to property taxation treatment of the Property, and certain payments to the Village for use in support of Community Engagement or Workforce Development efforts; and

**WHEREAS**, the Corporate Authorities of the Village of Maywood find and determine that the Subject Property is surplus property and that it is desirable and in the best interests of the Village to convey fee simple title to the Subject Property to the Purchaser for a purchase price of One Hundred Twenty Five Thousand and 00/100 Dollars (\$125,000.00), for redevelopment as described above, as set forth in the attached development proposal and pursuant to the draft Redevelopment Agreement attached hereto as **Exhibit “C”** and made a part hereof.

**BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** Each of the recitals above is incorporated by reference into this Section 1.

**SECTION 2:** Pursuant to its home rule powers as provided by Article VII, Section 6 of the Illinois Constitution of 1970, and the TIF Act, the Corporate Authorities declare the Subject Property to be surplus property subject to sale. Department of Community Development staff, Department of Finance staff and the Village Attorney are directed to prepare a quitclaim deed and all other necessary closing and conveyance documents to complete the sale and conveyance of the Subject Property to the Purchaser, for a purchase price of One Hundred Twenty Five Thousand and 00/100 Dollars (\$125,000.00). The Village President, the Village Clerk and/or the Village Manager and/or the Village Attorney, or their designees, working in conjunction with the Village Attorney and Community Development staff, are authorized and directed to execute, on behalf of the Village, the Redevelopment Agreement and all other conveyance instruments and closing documents that are necessary or convenient to allow the Village to consummate this transaction and to comply with all of the applicable requirements of the Redevelopment Agreement and this Resolution and to take such actions as they deem necessary in order to complete the sale and conveyance of the Subject Property to the Purchaser or an affiliated entity pursuant to the terms and conditions set forth in the Redevelopment Agreement and this Resolution, for the above-stated purchase price. It is understood that the draft Redevelopment Agreement attached hereto as **Exhibit “C”** is still subject to further negotiation between the Parties, and

is not in final form. Any revisions to the draft Redevelopment Agreement prior to execution shall be approved by the Village Manager and Village Attorney.

**SECTION 3:** This Resolution shall be effective from and after its passage and approval as provided by law.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** this \_\_\_ day of \_\_\_\_\_, 2021, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

\_\_\_\_\_  
Nathaniel George Booker, Village President

**ATTEST:**

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

**Exhibit "A"**

**Legal Description of the Subject Property**

**LOTS 16 THROUGH 20, BOTH INCLUSIVE, AND THE EAST ½ OF THE VACATED ALLEY WEST AND ADJOINING SAID LOTS IN BLOCK 129 IN MAYWOOD, A SUBDIVISION IN SECTIONS 2, 11 AND 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**ADDRESS:** 1002 S. 6<sup>th</sup> Avenue, Maywood, Illinois 60153

**PINs:** 15-14-102-009-0000 through 15-14-102-013-0000

**Exhibit "B"**

**Site Plan and Building Elevations for the Subject Property  
submitted by the Purchaser / Developer**

(attached)

**Exhibit "C"**

**Draft Redevelopment Agreement for the Subject Property**

(attached)

THIS DOCUMENT WAS PREPARED BY,  
AND AFTER RECORDING PLEASE  
RETURN TO:

Michael A. Marrs  
Klein, Thorpe and Jenkins, Ltd.  
20 North Wacker Drive, Suite 1660  
Chicago, Illinois 60606  
Box 324

PINS: 15-14-102-009-0000  
15-14-102-010-0000  
15-14-102-011-0000  
15-14-102-012-0000; and  
15-14-102-013-0000

DRAFT 07-29-21 WITH REDLINING SHOWING  
CHANGES SINCE MARCH, 2021 VERSION

## REDEVELOPMENT AGREEMENT

**THIS REDEVELOPMENT AGREEMENT** (the "Agreement") is made as of the Effective Date (as that term is defined herein) between the **VILLAGE OF MAYWOOD**, an Illinois municipal corporation located at 40 E. Madison, Maywood, Illinois (the "Village" or "Corporate Authorities"), and **Access Health and Housing, LLC**, an Illinois limited liability company located at 333 S. Wabash Avenue, Suite 2800, Chicago, Illinois 60604 (the "Developer").

### SECTION I – PRELIMINARY STATEMENTS

Among the matters of mutual inducement which have resulted in this Agreement are the following:

1. The Village is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois and is a "home rule unit" under Section 6(a) of Article VII of the 1970 Constitution.

2. The Village is authorized, under its home rule powers, to assemble and to sell land and other property, real or personal, in the manner and at such price as the Village determines is reasonably necessary to achieve the Village's objectives for the redevelopment of the Village.

3. The Village has the authority to promote the health, safety and welfare of the Village and its inhabitants, to encourage private development in order to enhance the local tax base, create employment and ameliorate blight, and to enter into contractual agreements with third persons to achieve these purposes.

4. Pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois (65 ILCS 5/11-74.4-1, et seq.), as from time to time amended (the "Act"), the President and Board of Trustees of the Village are empowered to undertake the redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified as a "conservation area" as defined in Section 11.74.4-3(b) of the Act.

5. In accordance with the requirements of the Act, the President and Board of Trustees of the Village, pursuant to Ordinance No. CO-97-02, adopted by the President and Board of Trustees of the Village on March 27, 1997, approved a redevelopment plan and project for the Madison Street/5th Avenue Redevelopment Area (the "Redevelopment Area") as set forth in the document entitled "Madison Street/5th Avenue Tax Increment Financing Redevelopment Project and Plan" (the "TIF Plan"), dated January 22, 1997, prepared by Trkla, Pettigrew, Allen & Payne on behalf of the Village.

6. In accordance with the requirements of the Act, the President and Board of Trustees of the Village, pursuant to Ordinance Nos. CO-97-02 and CO-97-03, respectively, adopted by the President and Board of Trustees of the Village on March 27, 1997, designated the Redevelopment Area as a redevelopment area (as that term is defined by the Act) and adopted tax increment allocation financing for the Redevelopment Area pursuant to the Act for the purposes of implementing the TIF Plan for the Redevelopment Area.

7. The President and Board of Trustees of the Village have determined that the blighting factors described in the TIF Plan are detrimental to the public and impair development and growth in the Redevelopment Area, with the result that it is necessary to incur extraordinary costs in order to develop the Redevelopment Area. The blighting factors in the Redevelopment Area will continue to impair growth and development but for the use of tax increment financing to pay redevelopment project costs (as defined in the Act) which necessarily must be incurred to implement the aforesaid program of redevelopment.

8. The Village is the owner of a parcel of vacant land located at the southwest corner of 6th Avenue and Madison Street, commonly known as: 1002 S. 6<sup>th</sup> Avenue (PINS: 15-14-102-009-0000 through 15-14-102-013-0000), which is approximately 137 feet by 135 feet in size (hereinafter the "Subject Property"). The Subject Property is legally described on **EXHIBIT 1** attached hereto. A Plat of Resubdivision ("Plat of Resubdivision") that resubdivides the Subject Property in a manner that will allow the existing five (5) PINS to be reconfigured as three (3) PINS for development and future resale will need to be created, approved prior to closing, and recorded prior to completion of the Project.

9. The Village desires to convey, and the Developer desires to acquire from the Village, subject to the terms and conditions set forth in this Agreement, all of the Village's right, title and interest in the Subject Property in an "AS IS, WHERE IS," condition, including all environmental conditions associated with the soil and groundwater. The Village received a No Further Remediation letter regarding the Subject Property dated November 14, 2012, and recorded on November 29, 2019 as document no. 1233448030.

10. The Developer proposes to improve and develop the Subject Property as follows:

By construction of a mixed-use building with at least two (2) ground-floor ~~commercial~~ units for commercial use or not-for-profit office use on the corner of 6th Avenue and Madison Street and construction of two (2) multi-family residential housing buildings with four (4) units each on the lots to the south of the corner with a focus on veterans and residents with disabilities.

Collectively, the foregoing are the “Improvements” and the purchase and redevelopment of the Subject Property is the “Project.” The estimated total cost of the Project is in excess of FOUR MILLION, THREE HUNDRED THOUSAND and 00/100 DOLLARS (\$4,300,000.00).

11. The proposed Improvements are as shown on the Village-approved Site Plan and Elevation documents attached hereto and made a part hereof as **GROUP EXHIBIT 2**. The Village's approval of the Site Plan and Elevation documents is only a preliminary approval of the Developer's concept plan for purposes of entering into this Agreement and does not constitute preliminary or final approval of any building plan approvals or zoning relief that the Developer needs to construct the Project.

12. This Agreement has been submitted to the Developer for consideration and review, the Developer has taken all actions required to be taken prior to the execution of this Agreement, including the approval of necessary corporate resolutions and other appropriate Developer documents, in order to make the same binding on the Developer in accordance with their respective terms, and any and all actions of the Developer prior to the execution of this Agreement have been undertaken and performed in the manner required by law.

13. On March 2, 2021, the Village President and Board of Trustees of the Village conducted a public hearing relative to the terms, conditions and provisions contained in this Agreement and received a presentation by the Developer regarding its development proposal. At the public hearing, there was an opportunity for proposals from qualified developers for redevelopment of certain land within the Redevelopment Area to be heard.

13-14. The Parties have subsequently discussed certain revised terms, including, but not limited to, the price of the Subject Property and the tax treatment of the Subject Property following its conveyance to the Developer, which terms have been incorporated into this Agreement.

14-15. The President and Board of Trustees of the Village, after due and careful consideration, are of the opinion that the Subject Property, which is currently vacant and unused, and which has been vacant for a number of years, should be put to productive use and should be sold to the Developer because it is no longer necessary, appropriate, or required for use by the Village. The President and Board of Trustees have further determined that the sale of the Subject Property and development of the Project in accordance with the terms and conditions of this Agreement represents a viable, productive use of the Subject Property, will be in furtherance of the economic development goals of the Village and TIF Plan, and will thereby help relieve conditions of unemployment, increase employment opportunities, improve the environment of the Village, increase the quality commercial and residential housing stock of the Village, increase the assessed valuation of the real estate situated within the Village, increase the tax revenues realized by the Village, foster increased economic activity within the Village, and otherwise be in the best interests of the Village and the health, safety, morals and welfare of its residents and taxpayers.

## **SECTION II – INCORPORATION OF PRELIMINARY STATEMENTS.**

1. **INCORPORATION.** The foregoing preliminary statements are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Section II.

## **SECTION III – TRANSFER OF SUBJECT PROPERTY.**

1. **EFFECTIVE DATE/TERM.** This Agreement shall become effective as of the date that the Village President and Village Clerk sign the Agreement below (the “Effective Date”). Once the obligations of the Parties under this Agreement have been fully satisfied for the Project (i.e., construction has been completed as evidenced by the issuance by the Village of a final occupancy permit for the final building ), then this Agreement shall terminate

only in regard to the development obligations (including, without limitation, the obligations set forth in Sections IV.1. and IV.2. of this Agreement), but the Village-approved zoning relief and special permissions and the applicable provisions of the Village Code shall remain in effect and be enforced, and shall control the operation and maintenance of the Subject Property and the Project for the time period that the Project exists and continues to operate on the Subject Property, unless the Parties mutually agree to amend this Agreement. In addition, notwithstanding termination, the Developer's obligation to pay taxes, fees and charges per Section IV.2.B., as well as any Village remedies set forth herein for failure to pay same, shall survive termination and continue in full force and effect for a period of five (5) years from the Effective Date of this Agreement. In addition, Sections IV.5.A., IV.5.G., IV.6. and V.2. shall survive termination of this Agreement.

2. **PURCHASE AND SALE.** The Village agrees to sell to the Developer, and the Developer agrees to purchase from the Village, all of the Village's right, title and interest in the Subject Property as described in EXHIBIT 1 hereof; and all improvements, buildings, structures and attached fixtures (excluding any personal property and trade fixtures of the Village and/or any tenants of the Village, if any) located on the Subject Property, including any and all rights, privileges, easements and appurtenances, if any, thereunto belonging.

3. **PURCHASE PRICE.** The purchase price to be paid by the Developer to the Village for the Subject Property shall be ONE HUNDRED ~~ONE HUNDRED~~ **TWENTY FIVE** THOUSAND AND 00/100THS DOLLARS (~~\$100,125,000.00~~) ("Purchase Price"). The Purchase Price shall be payable as follows: At the time of Closing (as defined herein), the Developer shall pay to the Village the Purchase Price, plus or minus any prorations as provided herein, including a credit for the remaining portion of the Initial Deposit, if any, paid in accordance with Section III.4. below. The Purchase Price and other charges shall be payable at Closing in good funds by wire transfer or cashier's check.

4. **INITIAL DEPOSIT – REIMBURSEMENT OF VILLAGE COSTS.** Developer has made an initial deposit with the Village of TEN THOUSAND AND 00/100THS DOLLARS (\$10,000.00) in the form of a certified check or other certified funds within forty eight (48) hours of the Village's approval of an Ordinance authorizing the sale and this Agreement (the "Initial Deposit"). The purpose of the Initial Deposit is to provide an initial deposit towards the Purchase Price, along with funds to reimburse the Village for fees, costs and expenses incurred in the course of preparing, approving and carrying out this Agreement and the sale of the Subject Property, including but not limited to title and closing costs and fees, survey costs, attorneys' fees, and engineer's fees. Upon termination of this Agreement prior to closing for any reason, Developer shall be entitled to the prompt return of the balance of the Initial Deposit, minus any reimbursement costs incurred by the Village prior to termination. Developer shall receive a credit for the Initial Deposit at closing, but is responsible for payment of all fees, costs and expenses related to approving and carrying out this Agreement, including the sale of the Subject Property, to the extent such fees, costs and expenses exceeded the amount of the Initial Deposit.

5. **TITLE INSURANCE.** Within thirty (30) days of the Effective Date of this Agreement, the Village, at the Developer's cost and expense, shall deliver to the Developer, a title commitment (the "**Title Commitment**") issued by Chicago Title Insurance Company (the "**Title Company**"), in the amount of the Purchase Price, subject only to (i) the exclusions and conditions contained in the Title Commitment; (ii) the restrictions and reservations, if any, contained in the Deed; (iii) utility and drainage easements and such other covenants, easements, restrictions and matters of record; (iv) any additional easements recommended by the Village Engineer to be part of the conveyance; and (v) acts done or suffered by or judgments against the Developer (collectively, the "**Permitted Exceptions**"). If the Title Commitment discloses exceptions to title which are not acceptable to the Developer, (the "**Unpermitted Exceptions**"), the Developer shall have fifteen (15) days from its receipt of the Title Commitment and documents evidencing any and all Unpermitted Exceptions to object to the Unpermitted Exceptions. The Developer shall provide the Village with a title objection letter (the "**Developer's Objection Letter**") listing those matters which are not Permitted Exceptions. The Village shall have thirty (30) days from the date of receipt of the Developer's Objection Letter ("**Village's Cure Period**") to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, at Village's sole cost and expense. If the Village fails to have the

Unpermitted Exceptions removed or, in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions within the specified time (the “**Proforma Title Policy**”), the Developer may elect to either (i) terminate this Agreement, at which time the Developer shall be entitled to have the Initial Deposit, minus any out-of-pocket costs incurred by the Village, returned to the Developer, or (ii) Close taking subject to such Unpermitted Exceptions. All Unpermitted Exceptions, which the Title Company commits to insure at Village's sole cost and expense, shall be included within the definition of Permitted Exceptions. The Proforma Title Policy shall be conclusive evidence of good title as therein shown as to all matters insured by the Title Company, subject only to the Permitted Exceptions. If the Developer does not elect to close hereunder, this Agreement shall become null and void without further action of the parties, and the balance of the Initial Deposit shall be returned to the Developer after the Village's out-of-pocket expenses have been paid. At Closing, the Village shall furnish the Developer an Affidavit of Title, Covenant and Warranty in customary form. The Developer shall pay the cost for any later date title commitment and the cost of the Title Company issuing a Proforma Title Policy to the Developer. The Developer may, at its expense, request that the Title Commitment provide for extended coverage. Any specific title endorsements, including a zoning endorsement, requested by the Developer for its owners' policy and/or loan title policy, shall be paid for by the Developer.

6. **SURVEY.** At least thirty (30) days prior to Closing, the Village, at the Developer's cost taken from the Initial Deposit, shall order and obtain a an ALTA/ACSM topographical survey of the Subject Property, prepared by an Illinois registered surveyor and made in compliance with ALTA and Land Survey Standards (and shall satisfy, at a minimum, Table A Options 6, 8, 10, and 11(b)) dated subsequent to the date of this Agreement, certified to the Developer, the Village and the title insurer, depicting the land, improvements, manholes, structures and utility lines in, over, under or upon the land, the locations of all easements upon the Subject Property or appurtenant thereto (identified by the Recorder's Document Number) and showing encroachments, if any, from or upon adjoining property or upon any easements located on the Subject Property, certifying the number of square feet (or the number of acres) to not less than two decimal points, of the Subject Property, and further certifying whether or not the land is located within a federal flood plain (hereinafter referred to as the “**Survey**”). The Survey must not reveal any material impediments to developing the proposed uses, as determined by the Developer in its reasonable discretion. A copy of said Survey shall be provided to the Developer by the Village within ten (10) days of the Village's receipt of same.

Upon approval of the Survey, the legal description in **EXHIBIT 1** shall be automatically revised to be that of the legal description in the Survey and Title Commitment. At either party's request, any changes to the legal description shall be confirmed in writing and signed by both parties.

7. **PLAT OF RESUBDIVISION.** At least thirty (30) days prior to Closing, the Developer, or the Village, at the Developer's cost taken from the Initial Deposit, shall order and obtain a Plat of Resubdivision for the Subject Property that resubdivides the Subject Property in a manner that will allow the existing five (5) PINS to be reconfigured as three (3) PINS for development and future resale. Approval of the Plat of Resubdivision by the Board of Trustees of the Village is a precondition to closing. The Plat of Resubdivision shall be recorded, at the Developer's expense, prior to completion of the Project.

8. **DEED.** The Subject Property shall be conveyed to Developer by the Village through a recordable quitclaim deed (the “**Deed**”). The Deeds shall provide that the Subject Property is being conveyed in “As Is, Where Is” condition, including any environmental conditions existing in, on or beneath the Subject Property.” The Deed shall further require that the Subject Property be developed and maintained as set forth in this Agreement. If public utilities, street lighting, sanitary or storm sewers, fire hydrants and related water service lines, public sidewalks or any other above or below grade infrastructure or public improvements are located within any portion of the Property to be sold, the Village shall reserve in the quitclaim deed, a public utility or sidewalk easement of sufficient size to accommodate the repair, replacement, or maintenance of the public facilities or the installation of additional public facilities. The Village Engineer, in his or her discretion, shall determine the size of the required easement area. The quitclaim deed will not remove or release any existing non-Village easement rights or other conditions of public record that are enforceable by other persons or private or public entities.

9. **CONDITION OF THE SUBJECT PROPERTY.** The Village received a No Further Remediation letter regarding the Subject Property dated November 14, 2012, and recorded on November 29, 2019 as document no. 1233448030. The Developer acknowledges that the Subject Property will be conveyed to Developer by the Village in "AS IS, WHERE IS" condition, including any environmental conditions existing in, on or beneath the Subject Property. Except as provided for under this Agreement, the Village makes no representations or warranties regarding the physical, environmental or structural condition of the Subject Property or of any buildings thereon, including but not limited to layout, square footage, zoning, use and occupancy restrictions, susceptibility to flooding or, with respect to the existence or absence of toxic or hazardous materials, substances or wastes in, on or affecting the Subject Property, its soil or groundwater, the scope and extent of any remediation performed on the Subject Property or the presence or lack of radon, asbestos, underground storage tanks, or other environmental contamination on, in or under the Subject Property. As part of this Agreement, the Village assigns to Developer any and all rights to any claims it may have against prior owners of the Subject Property pertaining to the environmental condition of the Subject Property, except for those rights necessary for the Village to retain to protect itself from such liability.

The Developer expressly acknowledges that it has not relied upon any representation or warranty made by either the Village or any officer, employee, agent or representative of the Village in connection with the Subject Property, including specifically, without limitation, any warranty or representation as to the condition of the personal property, if any, on the Subject Property, or the Property's planning status, topography, grading, climate, air, flood, water rights, water, utilities, present and future zoning, governmental entitlements and restrictions, soil, subsoil, paint or contamination of soil or water, access to public roads, habitability or fitness for any particular purpose, or the presence or absence of any hazardous material.

The Developer has performed its own environmental testing on the Subject Property, and shall undertake further environmental remediation activities on the Property following Closing and prior to starting construction pursuant to an Illinois Environmental Protection Agency ("IEPA") remediation action plan.

10. **DUE DILIGENCE PERIOD.**

A. At any and all times prior to Closing, Developer shall be entitled to perform any and all investigations, structural and system inspections with regard to the physical condition of the Subject Property, soil reports, engineering studies, surveys and other studies and tests on the Property which the Developer may reasonably deem necessary, including Phase I and Phase II environmental assessments, as part of Developer's intended redevelopment of the Property (collectively, the "Inspections"). Developer understands, acknowledges and agrees that any Inspections undertaken by it prior to Closing shall be at its sole risk and expense, and that the Village shall in no way be obligated to make reimbursement to it for such work should Closing not occur for any reason.

B. Developer's access to the Subject Property to perform the Inspections and Repairs shall be governed by a temporary access agreement with the Village.

C. In the event that the Inspections and Repairs reveal that the Subject Property is not suitable for the Developer's use, poses a material health, safety or environmental hazard, including the existence of any environmental condition which may be dangerous and/or unacceptable to the Developer, or the presence of any hazardous material, the Developer, shall have the right, in its sole and exclusive judgment, to terminate this Agreement prior to the Closing Date, upon written notice to the Village. If the Agreement is terminated under this Paragraph, the Village shall return the Initial Deposit to the Developer, minus any out-of-pocket expenses incurred by the Village, and each party shall otherwise pay its own costs and expenses incurred under this Agreement and shall not seek reimbursement, contribution or damages from or against the other party for such costs and expenses or damages of any other kind, including costs incurred by Developer relative to Inspections performed prior to termination.

D. If the Developer elects to terminate this Agreement pursuant to this Paragraph, Developer shall have the obligation, at the Village's sole discretion, to restore the Subject Property to its original condition prior to such Inspections, and indemnify the Village, as provided herein.

11. **ZONING RELIEF AND SPECIAL PERMISSIONS.**

A. **Zoning Relief.** The Developer shall, at its cost and prior to the Closing Date, petition and obtain from the Village any zoning relief necessary for construction of the Project including but not limited to any necessary relief relative to proposed uses, height, fencing, density, setback, parking requirements and other requirements imposed by the Village's building and zoning regulations. It is anticipated Developer will seek the following:

(i) 1002 S. 6th Ave (C-2) Lot 1 - Reciprocal access and use easements will be recorded to allow vehicular access to adjacent parking areas on Lots 2 and 3, as well as the shared use of a trash enclosure on Lots 2 and 3.

(ii) 1002 S. 6th Ave (C-2) Lot 2 & Lot 3 – Rezoning/Zoning Map Amendment - Requesting rezoning anticipated Lots 2 and 3 from C-2 to R-4 Multi-Family Residential Zoning District to match the adjacent R-4 Multi-Family residential zoning in the area.

(iii) Setback relief - Requesting front yard setback relief of 10'-0" to provide a buffer between the parking area and residential buildings at the backs of the property and a transition from the C-2 district to the adjacent R-4 District along South 6th Ave; 25'-0" is required per Table 7-2 of the Maywood Zoning Ordinance; 15'-0" has been provided.

The Village Board, in its sole discretion, will consider and take final action on the above Zoning Relief items and any other requested relief after the Developer completes the zoning application and zoning hearing process. Should the Village fail to approve any portion of the zoning relief necessary for the construction of the Project as outlined herein, or should the Developer fail to accept any conditions placed on such necessary approvals, the Developer may, at its option, choose to amend its submittals and request approval of the amended zoning petition or terminate this Agreement. If the Agreement is terminated under this Section, the Initial Deposit, minus any out-of-pocket costs incurred by the Village, shall be returned to the Developer and the parties shall have no further obligation to each other under this Agreement.

B. **Final Plans.** The approval of this Agreement does not constitute or grant final approval of the Final Plans. The Village Board shall consider and approve the Final Plans at an open meeting after submittal of the Plans for Village plan review and the issuance of the Village staff and consultant plan review comments, provided they are in substantial conformance with the Village-approved Preliminary Plans. Once approved by the Village, the Final Plans shall be incorporated by reference into this Agreement as **GROUP EXHIBIT 3.**

12. **COSTS / PRORATIONS.**

A. **Shared Cost.** If the Developer has a lender, then the Developer shall pay the cost of any escrow and closing fee. If no escrow is involved, the parties agree to share equally the closing fee.

B. **Prorations.** At Closing, the following adjustments shall be computed as of the Closing Date and the cash balance of the Purchase Price shall be adjusted to reflect such prorations. All prorations shall be based on a 365-day year, with the Village having the day prior to the Closing Day.

- (i) Real Property Taxes. The Subject Property is currently exempt from payment of real estate taxes and there shall be no real estate tax proration given to the Developer at Closing. The Developer shall be responsible for all real estate taxes accruing subsequent to the conveyance of the Subject Property.
- (ii) Miscellaneous. Except as otherwise provided herein, all other charges and fees customarily prorated and adjusted in similar transactions shall be prorated as of the Closing Date. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable (as for example, utility bills), the parties shall prorate on the best available information, subject to adjustment within thirty (30) days of the receipt of the final bill or statement. All prorations are final.

C. Village's Costs. The Village shall pay the following costs and expenses in connection with the Closing:

- (i) Cost of obtaining any required title curative documents, except for title matters created by or relating to the Developer.
- (ii) Recording fees for releasing or terminating any Unpermitted Exceptions or title curative documents.
- (iii) Recording fees for any easements retained by the Village.

D. Developer's Costs. The Developer shall pay the following costs and expenses in connection with the Closing:

- (i) Recording fees for the Deed and this Agreement.
- (ii) Recording fees for any financing documents.
- (iv) In the event that the Developer shall obtain financing for the purchase of the Subject Property, all costs associated with the Developer's financing, including the Developer's lender's loan policy shall be borne by the Developer.
- (v) The premium for a title policy in the amount of the Purchase Price (paid from Developer's Initial Deposit).
- (vi) Survey cost (paid from Developer's Initial Deposit).
- (vii) Reimbursement to the Village of any reasonable fees, costs and expenses as specified in Section III.4. (paid from Developer's Initial Deposit).

13. NO DEBTS. Developer is required to pay all of Developer's fees, debts, judgments, penalties or other money due and owing the Village, if any, prior to or at closing on the Subject Property. Developer must not be delinquent on payment of any Cook County real estate taxes on property owned by it within the Village. Closing may not take place unless all amounts due are satisfied.

14. OTHER CONDITIONS OF SALE.

A. Prior to Closing, Developer is required to provide satisfactory proof to the Village of adequate, available funding to complete the Project. An executed loan, grant or equity commitment letter may be considered by the Village as such satisfactory form of proof of available funding;

B. Prior to Closing, the Parties are required to have negotiated and executed a Supplemental Property Tax Payment Agreement that will provide for annual contributions for a period of fourteen (14) years of not less than Twenty Two Thousand and 00/100s Dollars (\$22,000.00) from Developer to the Village for use by the Village in support of Community Engagement or Workforce Development efforts, or for other agreed public purposes.

15. **CLOSING DATE.** The Closing Date for conveyance of the Subject Property shall be concurrent with, or within ninety (90) days of the approval and execution of this Agreement, unless a later date is mutually agreed to by the Parties.

#### **SECTION IV – REDEVELOPMENT OF THE SUBJECT PROPERTY**

1. **CONSTRUCTION OF IMPROVEMENTS.** The Developer shall provide the Village with the Final Plans at least thirty (30) days prior to Closing. The Final Plans shall be attached hereto as **GROUP EXHIBIT 3** and made a part hereof subsequent to the execution of this Agreement and upon approval by the Village. The Final Plans to be submitted by the Developer are subject to the review and approval of the Corporate Authorities of the Village at an open meeting, with recommendations by Village staff, the Village Engineer and the Village Attorney. Approval of the Final Plans by the Village shall not be unreasonably withheld, provided that: (a) the Final Plans are in substantial conformance with the Preliminary Plans and this Agreement, (b) the Project is designed in accordance with the applicable rules, regulations and ordinances of the state, federal, county or local governing bodies, including the Village, subject to any exceptions or variations from such rules, regulations and ordinances, as approved by the Corporate Authorities; and (c) the use of the Subject Property is consistent with the intended use contemplated under this Agreement.

The Developer, subject to force majeure, shall submit a Project remediation action plan to the IEPA within thirty (30) days after Closing and shall initiate environmental remediation, if any, of the Subject Property within ninety (90) days of Closing, subject to IEPA approval of the Project remediation action plan. Environmental remediation of the Subject Property shall be consistent with the intended end use of the Property, and as necessary to construct and operate the Project. Environmental remediation of the Property, if any, shall be at the Developer's sole cost and expense.

The Developer, subject to force majeure, shall initiate construction of the Project on or before ninety (90) days following completion of the IEPA Project remediation action plan. The Project shall be constructed in conformance with the Final Plans which become attached hereto and made a part hereof as **GROUP EXHIBIT 3**, and shall be completed on or before December 31, 2022.

Developer waives any and all rights and claims it may have, whether known, unknown, past, present or future, against the Village relating to the environmental condition of, at or migrating from the Property.

A. **Completion of the Project.** After Closing, the Developer shall use its best efforts to commence and thereafter diligently pursue any necessary environmental remediation and completion of the Project in accordance with the Final Plans to be attached hereto.

B. **Signage.** All signage to be located on the Subject Property shall be subject to Village Board approval as part of the Final Plans and in accordance with all applicable Village ordinances and permitting requirements.

C. **Construction of Buildings.** Subject to delays caused by force majeure, the Developer shall, following conveyance of the Subject Property, initiate the Project as described in Section 1.10, and as more specifically described and depicted in the Final Plan documents attached hereto as **GROUP EXHIBIT 3** and made a part hereof.

If the Project is not commenced or completed on a timely basis as required herein, the Village's obligations under this Agreement may, following ninety (90) days notice and at the sole option of the Village President and Board of Trustees, be declared terminated, in which case the Developer may be obligated to reconvey the Subject Property and any improvements thereon back to the Village as further detailed in Section V.1.D.

## 2. ADDITIONAL UNDERTAKINGS ON THE PART OF THE DEVELOPER.

A. As-Is, Where-Is Condition. The Developer agrees to accept the Subject Property in an "AS-IS, WHERE-IS" condition, including all environmental conditions existing in, on or beneath the Subject Property, upon conveyance of the Subject Property from the Village.

### B. Real Estate Taxes and Fees.

(i) Developer agrees to promptly pay or cause to be paid as the same become due, any and all fees, taxes and governmental charges of any kind that may at any time be lawfully assessed with respect to the Subject Property, or as otherwise required under the law or this Agreement, including but not limited to any and all real estate taxes and special assessments with respect to the Subject Property, if any. If Developer fails to timely pay real estate taxes and special assessments when due as required by this Agreement, the Village may, following notice and at the sole option of the Village President and Board of Trustees, declare Developer to be in default, in which case the Developer may be obligated to reconvey the entire Subject Property and any improvements thereon back to the Village as further detailed in Section V.1.D. This obligation and the Village's remedy hereunder shall survive termination and be in full force and effect for a period of five (5) years following the effective date of this Agreement. ~~Nothing set forth in this Section IV.2.B. shall be deemed to prohibit Developer from obtaining any real estate tax exemptions with respect to the Subject Property.~~

(ii) ~~Developer agrees not to seek any reduced tax rate for the Subject Property for a period of three (3) calendar years following completion of the Project. For the fourth (4<sup>th</sup>) through thirteenth (13) years following completion of the Project, the Developer may, if eligible, seek a reduced property tax assessment for the Subject Property in the form of a Class 9 Cook County Property Tax Incentive or similar Cook County Property Tax Incentive. Any incentive received shall terminate following the thirteenth (13<sup>th</sup>) year following completion of the Project, and the Developer agrees to then have the Subject Property taxed at a non-reduced rate thereafter.~~

### B.C. Construction Employment Opportunities and MBE/WBE/VBE Provisions.

- (i) Developer agrees to make good faith, commercially reasonable efforts to have its general contractor and subcontractors, to the extent they hire new employees and can include minorities, women and Village residents to work on the Project, hire minorities, women and/or Village residents, during the course of Construction. Nothing in this Agreement shall require the Developer or its contractors or subcontractors to displace any employees in its current work force to achieve the foregoing goal.
- (ii) Notwithstanding the foregoing provisions, Developer shall be entitled to employ union labor hereunder pursuant to the rules, regulations and practices of applicable unions.
- (iii) The Developer shall comply with the Illinois Prevailing Wage Act and the federal Davis Bacon Act in regard to the Project, to the extent such compliance is required by its applicable funding sources.
- (iv) The Developer agrees to provide to any of its contractors, and to cause such contractors to provide

to each of their subcontractors, a copy of the Minority Business Enterprise/Women Business Enterprise Participation Program description attached to this Agreement as **EXHIBIT 4** and made a part hereof. The Developer shall cause the construction contract between itself and the contractor, and each subcontractor for work pursuant to such subcontract on the Project, to contain the agreement of the contractor or such subcontractor, as appropriate, to use good faith efforts to comply with the requirements of **EXHIBIT 4**, but failure by the contractor or a subcontractor to meet any participation goal because of unavailability of MBE/WBE contractors or suppliers at competitive rates shall neither constitute a default under this Agreement by Developer nor give rise to any action by the Village to the detriment of Developer.

C.D. **Damage to Public Improvements and Off-Site Improvements.** To the extent that the Developer or its employees, contractors, subcontractors or agents damage any private or public utilities or other private or public improvements of any kind that are located on-site or off-site relative to the Subject Property as part of the construction of the Project, the Developer agrees to promptly repair or replace or restore such damaged improvements with like kind and like quality materials.

3. **NO USE OF PROPERTY AS COLLATERAL.** Prior to Closing, the Developer shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests or other encumbrances to attach to or to be filed against title to the Subject Property. At or after Closing, the Developer shall not pledge, collateralize or use the Subject Property for purposes of securing any mortgage, loan, lien, debt or other encumbrance for any other project or purpose, except for purposes of securing funds to develop and construct the Project. After completion of construction as evidenced by the issuance of a final occupancy permit by the Village for the Buildings, this Agreement, including this Subsection, shall terminate and the Developer shall be allowed to pledge, collateralize or use the real estate and improvements of the Project for purposes of securing any mortgage, loan, lien, debt or other encumbrance for any other project or purpose. Once the Project is complete and the final occupancy permit is issued by the Village, this Agreement shall terminate, except for the continuing obligations and covenants set forth in **Exhibit 5** (Prohibited Uses) and the Village-approved zoning relief and special permissions and the applicable provisions of the Village Code.

4. **JOINT UNDERTAKINGS ON THE PART OF THE VILLAGE AND DEVELOPER.** The Village, at no cost to itself, will assist the Developer upon request to secure and obtain any licenses and permits as may be required from any and all public agencies other than the Village for construction of the Project on the Subject Property. The Developer, at its cost, shall be responsible for securing all of its necessary approvals, consents, permits, licenses and authorizations.

5. **DEVELOPER'S REPRESENTATIONS AND WARRANTIES.**

A. **Authority to Convey.** The Developer hereby represents and warrants to the Village that the Developer has the requisite power and authority to enter into and fully carry out this Agreement and the purchase of the Subject Property, including the execution of all instruments and documents delivered or to be delivered hereunder. This provision shall survive the Closing and shall not merge with the Deed.

B. **Compliance with Laws.** The Developer represents and warrants that the Project and any related improvements made to the Subject Property during the term of this Agreement shall be constructed, fully completed and maintained in a good and workmanlike manner in accordance with all applicable federal, State and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and the building, electric, plumbing and fire codes, that are applicable to the Subject Property and Project. The Developer further certifies that:

- (i) It is not barred from contracting with any unit of State or local government as a result of violating 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract

submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*

- (ii) It has not been convicted of, or is not barred for attempting to, rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has the Developer and its officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee been so convicted nor made such an admission.
- (iii) It shall comply with the Illinois Drug Free Work Place Act.
- (iv) It shall comply with the Equal Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights and shall not commit unlawful discrimination and shall agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
- (v) It shall comply with its own written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).
- (vi) It is and will remain an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein.
- (vii) It shall comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160).
- (viii) It shall comply with the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.).
- (ix) Any construction contracts entered into by the Developer relating to the Project and any additional improvements to the Subject Property shall require all contractors and subcontractors to comply with the Illinois Fair Employment Practices Act and the Illinois Prevailing Wage Act and the federal Davis Bacon Act, if applicable.

- (x) The Developer is neither delinquent in the payment of any tax administered by the Illinois Department of Revenue nor delinquent in the payment of any money owed to the Village.
- (xi) It is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382, but only to the extent applicable.

The Developer, and its employees, sub-consultants and sub-contractors, shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of this Agreement, now in effect, or which may become in effect during the performance of this Agreement. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago, and the Village of Maywood. In the event that the Developer, or its employees, sub-consultants and sub-contractors, in performing under this Agreement are found to have not complied with any of the applicable laws and regulations as required by this Agreement, then the Developer shall indemnify and hold the Village harmless, and pay all amounts determined to be due from the Village for such non-compliance by the Developer, including but not limited to fines, costs, attorneys' fees and penalties.

The Developer shall further comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:

(i) Employment of Illinois Workers on Public Works Act Compliance. To the extent required by law, the Developer agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).

(ii) Preference To Veterans Act Compliance. The Developer will comply with the Preference to Veterans Act (330 ILCS 55).

(iii) Patriot Act Compliance. The Developer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Developer further represents and warrants to the Village that the Developer and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Developer agrees to defend, indemnify and hold harmless the Village, its elected or appointed officials, president and trustees, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

(iv) Other Laws; Changes in Laws. The Developer further represents and warrants that it shall comply with all applicable federal laws, State laws and regulations including without limitation, those regulations in regard to all applicable equal employment opportunity requirements, and such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Developer agrees to pay its employees, if any, all

rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and State statutes, and further agrees to make all required withholdings and deposits therefor. The Developer agrees to maintain full compliance with changing government requirements that govern or apply to the construction of the Project and any additional improvements thereto, and its operation and maintenance of the Project on the Subject Property. The Developer understands and agrees that the most recent of such federal, county, State, and local laws and regulations will govern the administration of this Agreement at any particular time. Likewise, the Developer understands and agrees that new federal, county, State and local laws, regulations, policies and administrative practices may be established after the date of this Agreement has been executed and may apply to this Agreement.

C. Notice of Claims or Lawsuits. Any claims or lawsuit or complaint of violation of laws that is received by the Developer relative to this Agreement shall be immediately forwarded to the Village Manager.

D. Village Approval of this Agreement. The Developer further acknowledges that because the Village is a municipal entity that this Agreement is subject to the approval of and is not enforceable until approved at an open meeting by the Board of Trustees of the Village of Maywood.

E. Village Plan Approval. The Developer recognizes and agrees that the Village has sole discretion with regard to all approvals and permits relating to the Project, including but not limited to approval of the Final Plans, engineering plans and elevations, excavation permits, grading permits, building permits and occupancy permits, and failure on the part of the Village to grant or issue any required permit shall not be deemed as the cause of delay by the Developer under this Agreement or give rise to any claim against or liability to the Village pursuant to this Agreement. The Village agrees, however, that such approvals and permits shall not be unreasonably withheld, conditioned or delayed.

F. Adequate Funding for Project. The Developer has identified adequate funds in an amount not less than that required to fund the Project, plus the cost of any anticipated and unanticipated contingencies, and shall close on such funding simultaneously with the Closing on the conveyance of the Subject Property, and shall subsequently utilize such funds to complete the Project in a timely manner in accordance with the terms of this Agreement.

G. Permitted and Prohibited Uses. The ~~commercial~~ portion of the mixed-use building at the corner of 6<sup>th</sup> Avenue and Madison Street to be constructed on the Subject Property per this Agreement shall be suitable for not-for-profit office uses and/or commercial uses, including retail uses or other similar restaurant uses, so long as such uses are permitted within a C-2 Pedestrian-Oriented Commercial Zoning District, and provided that the Developer (as well as its successors in interest and successor or future owners of record) agree that no portion of the Subject Property shall be used for any uses not permitted in said District without obtaining the proper zoning approvals from the Village, including any necessary special use permits or other required zoning relief. The Developer (as well as its successors in interest and successor or future owners of record) further agree that, at no time during the term of this Agreement or after the completion of the Project, shall such building contain any of the uses listed in **Exhibit 5** ("Prohibited Uses"), unless the Corporate Authorities of the Village expressly approve of said uses, which approval may be withheld for any reason. This subsection shall survive the termination of this Agreement and shall be a covenant running with the Subject Property.

## 6. VILLAGE'S REPRESENTATIONS AND WARRANTIES.

A. Authority. The Village hereby represents and warrants to the Developer that the Village has the requisite power and authority to enter into and fully carry out this Agreement and the sale of the Subject Property, including the execution of all instruments and documents delivered or to be delivered hereunder. This provision shall survive the Closing and shall not merge with the Deed.

## SECTION V - GENERAL PROVISIONS.

## 1. DEFAULT.

A. Village Default. If the Village fails or refuses to comply with any of the terms of this Agreement after receipt of the Developer's notice to cure default that describes the default, for any reason other than the Developer's default hereunder, the Developer shall have all remedies available under law or in equity, including the termination of the Agreement, after the expiration of a ten (10) calendar day cure period in which the defaulting party fails to take commercially reasonable actions to cure the default.

B. Developer Default Prior to Closing. If the Developer, after the Effective Date and prior to the Closing, fails or refuses to comply with any of the terms of this Agreement after receipt of the Village's notice to cure default that describes the default, for any reason other than the Village's default hereunder, the Village's sole remedy shall be termination of this Agreement and retention of the entire Initial Deposit, after the expiration of a ten (10) day calendar day cure period in which the defaulting party fails to take commercially reasonable actions to cure the default.

C. Developer Default After Closing. In the event the Developer, after the Closing, fails or refuses to comply with any of the terms of this Agreement for any reason other than the Village's default hereunder, the Village shall have all remedies available under law or in equity, including the termination of the Agreement, after the expiration of a ten (10) calendar day cure period in which the defaulting party fails to take commercially reasonable actions to cure the default.

D. Reconveyance to Village. In addition to C. above, in the event Developer fails or refuses to develop the Subject Property consistent with the Project as set forth in the Final Plans making up **GROUP EXHIBIT 3** or as may be modified by mutual agreement of the parties or fails or refuses to commence environmental remediation, if necessary, within the timelines set forth in Section IV.1. (subject to Force Majeure and weather conditions, substantial completion coupled with continuous progress towards completion, and the mutual agreement of the parties), the Village may terminate this Agreement upon ninety (90) days written notice provided under this Section V.1., subject to the Developer's right to cure the default during the notice period. In such case, at the sole option and direction of the Village Board, and subject to the rights of Developer's lender(s), if any, Developer shall be obligated to (i) repay to the Village or the applicable taxing body amounts of all taxes, penalties and interest accrued against the Subject Property during the time period owned by the Developer; and (ii) re-convey title to the Subject Property by warranty deed (free and clear of any liens, encumbrances, easements or other conditions of title created by Developer or its agents that would prohibit the Village from acquiring fee simple good, marketable title to the Subject Property) to the Village at no cost to the Village pursuant to the notice of default, as liquidated damages for the default, both parties agreeing that under such circumstances actual damages are difficult to estimate but that repayment of taxes, penalties and interest and reconveyance of the Subject Property, if exercised by the Village, is the best estimate of damages, and the Village shall not have any responsibility for or obligation to pay Developer any other compensation, damages or penalties to Developer for the reconveyance of fee simple title to the Subject Property or improvements made by Developer thereto. Upon reconveyance by Developer, and subject to the rights of Developer's lenders, the Village shall have the right to re-enter and re-possess the Subject Property and those improvements and personal property that are not removed by Developer. The Village specifically acknowledges that any right of re-entry and repossession it may have is entirely subject to and subordinate to any mortgage or any other third party lien holder. The rights of the Village as set forth in this Section V.1.D. shall terminate upon completion of construction as evidenced by the issuance of a final occupancy permit by the Village for the Buildings.

E. Mutual Termination. Anything to the contrary in this Agreement notwithstanding, this Agreement may be terminated prior to Closing by mutual consent of the Village and Developer for any reason without any liability, damages or compensation, other than retention by the Village of its out-of-pocket expenses from the Initial Deposit. This Agreement may be terminated after Closing by mutual consent of the Parties.

2. **LIMITATION ON LIABILITY AND INDEMNIFICATION OF THE VILLAGE.** The Developer waives and releases its right to pursue or seek any punitive damage claim or award against the Village, its officers, officials, trustees, agents, volunteers, representatives and/or employees arising out of or relating to any breach, violation or termination by the Village or its elected or appointed officers or officials, trustees, agents, volunteers, representatives and/or employees, of any obligation, covenant, or provision of this Agreement, including the termination of the Agreement.

In addition, the Developer, its successors and assigns shall defend, indemnify and hold harmless the Village and its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees, from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages and claims, and all costs and expenses, including but not limited to attorney's fees and expenses (collectively, "**Losses**") pursuant to any federal, state and local laws (including the common law), statutes, ordinances, rules, regulations and other requirements relating to or which the Village and/or its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees may incur from or on account of Developer's use and access to the Subject Property, any soil or groundwater assessments or other tests or surveys of any kind conducted by the Developer pursuant to this Agreement and the construction of the Project, including but not limited to any Losses incurred which are based on tort law, wrongful death and/or a personal injury claim, suit or action and/or any Losses relating to environmental investigation, cleanup, or abatement, whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future, and in any manner whatsoever incurred by reason of Developer's activities at the Subject Property. It is expressly understood, agreed upon and the specific intent of this Agreement that the Village and its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees will at no time assume responsibility or liability for the actions of Developer or any of the workers or other persons on the Subject Property. As between the Village and its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees and the Developer, the Developer shall at all times be held solely responsible to all persons on the Subject Property present there because of the Project. The Developer and its successors and assigns hereby agree to release, waive, covenant not to sue and forever discharge the Village and its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees, for any claim, suit or action, whether or not well founded in fact or in law, which the Developer and the workers have, or may have, arising out of the Project, except to the extent that any contamination occurs as a result of any negligent or willful and wanton acts or omissions actions taken after the date of this Agreement by the Village or any of its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees. The obligations of Developer under this subsection shall survive the termination of this Agreement.

3. **BROKERAGE.** The Village and the Developer each represent and warrant to the other that, in connection with this transaction, no third-party broker or finder other than Pearson Realty Group and Urb & Burb, LLC, has been engaged or consulted by it or, through such party's actions (or claiming through such party), is entitled to compensation as a consequence of this transaction. Each party hereby defends, indemnifies and holds the other harmless against any and all claims of brokers, finders or the like, and against the claims of all third parties other than those listed, claiming any right to a commission or compensation by or through acts of that party or that party's partners, agents or affiliates in connection with this Agreement. Each party's indemnity obligations shall include all damages, losses, costs, liabilities and expenses, including reasonable attorney's fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder. The Brokerage fee to Pearson Realty Group shall be paid by the Village.

4. **NOTICES.** Any and all notices, demands, consents and approvals required under this Agreement shall be sent and deemed received: i) on the third (3<sup>rd</sup>) business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or ii) on the next business day after deposit with a nationally- recognized overnight delivery service (such as Federal Express) for guaranteed next business day delivery, or iii) by e-mail on the day of transmission, with the original notice together with the confirmation of transmission mailed by certified or registered mail, postage prepaid, return receipt requested, if addressed to the parties as follows:

To the Village: Village of Maywood  
Attention: Village Manager  
40 Madison Street  
Maywood, Illinois 60153  
Phone: 708-450-6301  
E-Mail: [cwells-armstrong@maywood-il.org](mailto:cwells-armstrong@maywood-il.org)

With a copy to: Klein Thorpe and Jenkins, Ltd.  
Attention: Michael A. Marrs  
20 North Wacker Drive, Suite 1660  
Chicago, Illinois 60606  
Phone: 312-984-6419  
Email: [mamarrs@ktjlaw.com](mailto:mamarrs@ktjlaw.com)

To the Developer: Access Health and Housing, LLC  
Attention: Kirby Burkholder  
President, Social Impact Accelerator, IFF  
333 South Wabash Avenue, Suite 2800  
Chicago, Illinois 60604  
Phone: (312) 596-5117  
Email: [kburkholder@iff.org](mailto:kburkholder@iff.org)

With a copy to: Charity & Associates, P.C.  
Attention: Brandon R. Calvert  
20 North Clark Street, Suite 3300  
Chicago, Illinois 60602  
Phone: (312) 564-4967  
Email: [Brandon.Calvert@charity-associates.com](mailto:Brandon.Calvert@charity-associates.com)

AND

Illinois Housing Development Authority  
111 East Wacker Drive, Suite 1000  
Chicago, Illinois 60601  
Attention: General Counsel

5. **ASSIGNMENT.** The Developer shall not assign or transfer the Developer's interest in this Agreement without the prior written consent of the Village, which consent may be withheld in the Village's sole discretion, and provided further, that the Developer shall not be released from its obligations hereunder as a result of such assignment. In the event the Village shall consent to an assignment, the Developer shall deliver to the Village a copy of the fully executed assignment and assumption by the Developer, as assignor and the assignee within five (5) business days of the closing on the assignment.

6. **TIME IS OF THE ESSENCE.** The Developer and the Village mutually agree that time is of the essence throughout the term of this Agreement and every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

7. **FORCE MAJEURE.** Time is of the essence of this Agreement; however, no party shall be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to war, insurrection, riots, floods, earthquakes, fires, casualties, acts of God, epidemics, pandemics, quarantine restrictions, freight embargoes, inability to procure materials, acts caused directly or indirectly by the other party (or such other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("**Force Majeure**"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant an extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure, provided that the failure of performance was reasonably caused by such Force Majeure.

8. **SECTION HEADINGS.** The section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several sections hereof.

9. **INTERPRETATION.** Whenever used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

10. **APPLICABLE LAW; VENUE.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, grantees, legal representatives, successors and permitted assigns. The parties, and their respective heirs, grantees, legal representatives, successors and permitted assigns, agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois, and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

11. **ATTORNEYS' FEES.** In the event either party elects to file any action in order to enforce the terms of this Agreement, or for a declaration of rights hereunder, the prevailing party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' fees as a result thereof from the losing party.

12. **COMPLETENESS AND MODIFICATIONS.** This Agreement, and the Exhibits referenced herein, constitute the entire agreement between the parties with respect to the transaction contemplated herein, and shall supersede all prior discussions, understandings or agreements between the parties. This Agreement may not be amended, modified or otherwise changed in any manner except by a writing executed by the parties hereto.

13. **NO MERGER.** The obligations, representations and warranties herein contained shall not merge with transfer of title but shall survive the conveyance of the Subject Property and remain in effect until fulfilled.

14. **RECORDING.** This Agreement shall be recorded against the Subject Property upon closing, at Developer's cost.

15. **COUNTERPARTS.** This Agreement may be executed in counterparts, all of which counterparts taken together shall be deemed to be but one original.

16. **SEVERABILITY.** If any of the provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

17. **UNIFORM VENDOR AND PURCHASER RISK ACT.** The provisions of the Uniform Vendor and Purchaser's Risk Act of the State of Illinois shall be applicable to this Agreement.

18. **NO WAIVER.** No waiver of any provisions or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.

19. **DISCLOSURE AFFIDAVIT.** In accordance with Illinois law, 50 ILCS 105/3.1, prior to execution of this Agreement by the Village, the Developer as an owner, authorized trustee, corporate official or managing agent, must submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary having any interest, real or personal, in the Subject Property, and every shareholder entitled to receive more than 7 ½% of the total distributable income of any corporation having any real interest, real or personal, in the Subject Property, or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of the corporation or its managing agent that there is no readily know individual having a greater than 7 ½%percent interest, real or personal, in the Subject Property. Developer agrees to complete the affidavit and disclose such information as is required pursuant to this Paragraph.

20. **SCHEDULE OF EXHIBITS.** The following are attached hereto and made a part hereof.

- |                        |   |
|------------------------|---|
| <b>EXHIBIT 1</b>       | Legal Description of Subject Property   |
| <b>EXHIBIT 2</b>       | Village-Approved Site Plan and Elevation Documents  |
| <b>GROUP EXHIBIT 3</b> | Final Plans   |
| <b>EXHIBIT 4</b>       | A copy of the Village of Maywood Minority Business Enterprise/Women Business Enterprise Participation Program |
| <b>EXHIBIT 5</b>       | List of Prohibited Uses   |

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates set forth below their respective signatures.

**VILLAGE:**  
**VILLAGE OF MAYWOOD,**  
**an Illinois Municipal corporation,**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Village President

**ATTEST:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Village Clerk

**DEVELOPER:**  
**Access Health and Housing, LLC**  
**An Illinois limited liability company,**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DATE EXECUTED BY THE VILLAGE:**

\_\_\_\_\_

**DATE EXECUTED BY DEVELOPER:**

\_\_\_\_\_

**EXHIBIT 1**

(Legal Description of Subject Property)

**LOTS 16 THROUGH 20, BOTH INCLUSIVE, AND THE EAST ½ OF THE VACATED ALLEY WEST AND ADJOINING SAID LOTS IN BLOCK 129 IN MAYWOOD, A SUBDIVISION IN SECTIONS 2, 11 AND 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**ADDRESS:** 1102 S. 6th Avenue, Maywood, Illinois 60153

**PINS:** 15 14-102-009-0000 through 15-14-102-013-0000

**GROUP EXHIBIT 2**

**SITE PLAN AND ELEVATION DOCUMENTS SHOWING PROPOSED IMPROVEMENTS  
ON THE SUBJECT PROPERTY**

**GROUP EXHIBIT 3**

**APPROVED FINAL PLANS**

**EXHIBIT 4**

**VILLAGE OF MAYWOOD**

**MINORITY BUSINESS ENTERPRISE/WOMEN BUSINESS ENTERPRISE**

**(MBE/WBE) PARTICIPATION PROGRAM.**

**Policy and Terms**

- A. It is the policy of the Village of Maywood to assure that businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) be provided fair and representative employment and business opportunities in the procurement of goods and services and the award of construction contracts for publicly-supported facilities. By implementation of the MBE/WBE Participation Program, it is not the intent, nor will the Village compromise the quality of services provided through the procurement processes.

The purpose of the Village MBE/WBE Participation Program is to ensure that qualified minority and women businesses have the maximum opportunity to compete for and perform contracts and/or subcontracts for supplies and services. Through the establishment of voluntary goals, the Village will encourage and provide for the increased practicable participation by qualified business enterprises owned by minorities and women.

- B. The Village hereby establishes the voluntary goal to award 20% of all contracts and/or subcontracts for supplies and services to businesses certified as MBE/WBE.
- C. This voluntary commitment can be met by businesses as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor, or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the prime contractor's business or by any combination of the above.

**II. Definitions**

- A. "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill, and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work. A joint venture seeking to be credited for MBE/WBE participation may be formed among certified MBE/WBE firms or between certified MBE/WBE firms and Non-MBE/WBE firms.
- B. "Certified MBE, WBE or Certified Non-MBE/WBE" includes any qualified contractor, subcontractor providing labor, services, products or materials for the Village of Maywood, who has been certified by one of the agencies or programs listed below:
- City of Chicago Department of Purchases, Contracts and Supplies
  - Chicago Regional Purchasing Council
  - Chicago Transit Authority
  - County of Cook
  - Illinois Department of Transportation
  - METRA
  - Pace
  - Women Business Enterprise Initiative Program

III. Procedure to Determine Compliance

Under the supervision of the Village Manager, each department will be responsible for assuring full compliance with the MBE/WBE Participation Program including obtaining and maintaining documentation of outreach efforts and good faith efforts to achieve MBE/WBE goals. Of specific concern is adequate documentation of 1) unsuccessful efforts to solicit MBE/WBE prime contractors, subcontractors or joint venture partners; and 2) MBE/WBE participation being deemed not feasible based upon expense.

IV. Waiver of Procedures

The requirements set forth in these Procedures shall not apply where the Village Manager determines that MBE/WBE subcontractor participation is impracticable. This may occur whenever the Village Manager determines that for reasons of time, need, industry practices or standards not previously known by the Village, or such other extreme circumstances as may be deemed appropriate, such a waiver is in the best interests of the Village.

**EXHIBIT 5**

**LIST OF PROHIBITED USES**

AMUSEMENT ARCADES

BANK (FIRST FLOOR RETAIL BANK USE IS PERMITTED, PROVIDED THE BANK DOES NOT EXCEED 1,500 SQUARE FEET; SECOND FLOOR OFFICE USE IS PERMITTED)

BARBER SHOPS, HAIR SALONS, NAIL SALONS OR BEAUTY SUPPLY STORES, EXCEPT THAT NATIONAL CHAIN BARBER SHOPS, HAIR SALONS BEAUTY OR SUPPLY STORES ARE PERMITTED PROVIDED THAT THE TOTAL OCCUPANCY OF ALL TENANTS UNDER THESE USES DOES NOT EXCEED 3,000 SQUARE FEET

BED AND/OR MATTRESS STORES

BILLIARDS/POOL HALLS

CHILDCARE FACILITIES

CONSIGNMENT SHOPS

CURRENCY EXCHANGES

DISCOUNT OR OFF-PRICE RETAILERS OF ANY KIND - PRIMARILY SELLING MERCHANDISE THAT CONSISTS OF "IRREGULAR," "FACTORY-SECOND" OR OTHER IMPERFECT GOODS

GAS STATIONS

HOTELS, MOTELS

INSURANCE BROKERS/AGENCYS, FIRST FLOOR USE IS PERMITTED, PROVIDED THE TOTAL OCCUPANCY OF ALL TENANTS UNDER THIS USE DOES NOT EXCEED 1,200 SQUARE FEET (PERMITTED ABOVE FIRST FLOOR ONLY)

LAUNDROMATS AND DRY-CLEANING PLANT/FACILITY (A DROP-OFF/PICK-UP FACILITY IS PERMITTED ON FIRST FLOOR, PROVIDED THE USE DOES NOT EXCEED 1,200 SQUARE FEET)

MEDICAL-RELATED USE OR MEDICAL CLINIC (FIRST FLOOR MEDICAL USE OR CLINIC IS PERMITTED, PROVIDED THE USE OR CLINIC DOES NOT EXCEED 1,500 SQUARE FEET; SECOND FLOOR OFFICE USE IS PERMITTED)

PARTY GOODS STORES

PAY DAY LOAN STORES

REAL ESTATE SALES (PERMITTED ABOVE FIRST FLOOR ONLY)

SHOE REPAIR STORES

SURPLUS MERCHANDISE STORES

STOCK BROKER/INVESTMENT HOUSE (PERMITTED ABOVE FIRST FLOOR ONLY)

SWIMMING POOL SALES AND SUPPLY STORES

TATTOO/BODY PIERCING ESTABLISHMENTS

TITLE COMPANY (PERMITTED ABOVE FIRST FLOOR ONLY)

TRAVEL AGENTS (PERMITTED ABOVE FIRST FLOOR ONLY)

TELEMARKETING SERVICES (PERMITTED ABOVE FIRST FLOOR ONLY)

THRIFT STORES

VEHICLE/EQUIPMENT RENTAL STORES

**IT IS THE INTENT THAT THE ABOVE-LISTED CATEGORIES OF PROHIBITED USES ARE TO BE LIBERALLY CONSTRUED SUCH THAT A USE WHICH ARGUABLY FALLS INTO ONE OF THE CATEGORIES IS PROHIBITED. NOTHING SHALL PREVENT THE VILLAGE, IN ITS SOLE AND EXCLUSIVE DISCRETION, FROM ALLOWING A PROHIBITED USE TO EXIST AS PART OF THE PROJECT, PURSUANT TO A WRITTEN APPROVAL BY THE CORPORATE AUTHORITIES OF THE VILLAGE.**

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached is a true and correct copy of that certain Resolution now on file in my Office, entitled:

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING  
THE SALE AND REDEVELOPMENT OF REAL PROPERTY  
COMMONLY KNOWN AS 1002 SOUTH 6<sup>th</sup> AVENUE AND  
EXECUTION OF A REDEVELOPMENT AGREEMENT REGARDING SAME  
(Purchaser / Developer: Access Health and Housing, LLC)**

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the \_\_\_ day of \_\_\_\_\_, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the \_\_\_ day of \_\_\_\_\_, 2021.

I further certify that the roll call vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

[SEAL]

**ORDINANCE NO. CO-2021-14****AN ORDINANCE AMENDING CHAPTER 72 (STOPPING, STANDING AND PARKING)  
OF TITLE VII (TRAFFIC CODE) AND SECTION 150.036 (CHRONIC PUBLIC NUISANCES),  
CHAPTER 150 (BUILDING REGULATIONS) OF TITLE 15 (LAND USAGE) OF THE  
MAYWOOD VILLAGE CODE RELATIVE TO PROPERTY OWNER PARKING RESPONSIBILITY  
AND CHRONIC PUBLIC NUISANCES**

**WHEREAS**, the Village of Maywood (the "Village") is a home rule unit pursuant to the provisions Article VII, Section 6(a) of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, Section 11-1-1 of the Illinois Municipal Code (65 ILCS 5/11-1-1) grants to municipalities the authority to pass and enforce all necessary police ordinances; and

**WHEREAS**, as a home rule unit of local government, the Village may regulate property and property owners located within the corporate boundaries of the Village; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood desire to make certain amendments to Chapter 150 (Building Regulations) of Title 15 (Land Usage) of the Maywood Village Code concerning Chronic Public Nuisances within the Village (the "Code Amendments"); and

**WHEREAS**, the President and Board of Trustees have the statutory power to define, prohibit and abate public nuisances pursuant to 65 ILCS 5/11-60-2 of the Illinois Municipal Code, as from time to time supplemented and amended; and

**WHEREAS**, the definition, prohibition and abatement of public nuisances pertain to the government and affairs of the Village; and

**WHEREAS**, citizens, residents and owners and occupiers of property within the Village of Maywood have the right to be free from the undesirable and adverse effects generated by the repeated commission on property within the Village of certain criminal offenses related to, among other things, unlawful use of drugs, gambling, alcohol consumption, weapons, physical violence, unlawful sexual conduct and property damage; and

**WHEREAS**, the President and Board of Trustees of the Village, have determined that the Village has an unacceptable number of properties on which the repeated, frequent and chronic commission of certain criminal offenses in regard to, among other things, unlawful use of drugs, gambling, alcohol consumption, weapons, physical violence, unlawful sexual conduct and property damage has occurred; and

**WHEREAS**, the President and the Board of Trustees of the Village have further found that the existence of the above-described types of properties within the Village constitutes a chronic public nuisance which should be abated, prevented, and thereafter deterred from recurring; and

**WHEREAS**, the President and Board of Trustees of the Village have determined that the Maywood Village Code does not presently contain adequate mechanisms to enable the Village to abate the aforementioned types of chronic public nuisances or to deter or prevent chronic public nuisances from recurring in the future; and

**WHEREAS**, the Village of Maywood has the authority under Illinois law, including but not limited to 720 ILCS 5/37-1 *et seq.*, 740 ILCS 105/0.01 *et seq.* and 65 ILCS 5/11-60-2 to prevent and abate public nuisances, as well as the general duty and authority to exercise its police power to promote the public health, safety, and welfare; and

**WHEREAS**, the President and Board of Trustees of the Village find that it is in the best interest of the Village residents, Village property owners, business owners and the public to amend its Village Code to provide an adequate means of abating and preventing and deterring the future occurrence of chronic public nuisances within the Village.

**BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** Each whereas paragraph set forth above is incorporated by reference into this Section 1.

**SECTION 2:** The General Provisions of Chapter 72 (Stopping, Standing and Parking) of Title VII (Traffic Code) of the Maywood Village Code is amended to read in its entirety as follows (new text is marked with underlining; deletions to existing text marked using strikethrough):

**“§ 72.07 PROPERTY OWNER PARKING RESPONSIBILITY.**

The offense of Property Owner Parking Responsibility is committed when a property owner, having received a written notice or warning from the Village at any time in the preceding twelve (12) months, fails to actively prevent persons residing at, utilizing or visiting his/her/its property from committing violations of Section 72.22 (Parking on Public Parkway), Section 72.25 (Parking Prohibited), Section 72.28 (Parking on Private Property) and/or Section 72.29 (Parking in Alleys) of the Village Code, regardless of whether or not the offending vehicles are owned by or controlled by the property owner and regardless of whether or not the violations occur on the owner’s property. A property owner is defined as the legal owner or beneficial owner of real property or a property manager or a landlord of such real property. The legal owner or beneficial owner of real property, the property manager and/or the landlord are joint and severally liable for violations of this provision.”

**SECTION 3:** Section 150.036 (Chronic Public Nuisances) of Chapter 150 (Building Regulations) of the Maywood Village Code is amended to read in its entirety as follows (new text is marked with underlining; deletions to existing text marked using strikethrough):

**"§ 150.036 CHRONIC PUBLIC NUISANCES.**

(A) Declaration of Purpose. It is the purpose of this ordinance to encourage property Owners and Persons in Charge of real property to eliminate illicit activities from their premises and to provide an effective method of abating the nuisance created by illicit activities if the person maintaining the nuisance fails in their responsibility to abate said nuisance.

(B) Chronic Public Nuisance. Any real property located within the Village, together with any buildings, structures, fixtures or improvements thereon, used or permitted to be used for two (2) or more of the following offenses within a twelve (12) month period is hereby declared to be a chronic public nuisance:

1. Any offense defined and prohibited by Article 9 (Homicide) of the Criminal Code of 1961, 720 ILCS 3/9-1, et seq.
2. Any offense defined and prohibited by Article 10 (Kidnaping and related offenses) of the Criminal Code of 1961, 720 ILCS 5/10-1, *et seq.*
3. (Any offenses defined and prohibited by Section 11-14 (Prostitution), Section 11-14.3 (Promoting Prostitution), Section 11-15 (Soliciting for a Prostitute), Section 11-16 (Pandering), Section 11-17 (Keeping a Place of Prostitution), Section 11-20 (Obscenity), Section 11-20.1 (Child Pornography), Section 11-20.1B (Aggravated Child Pornography), or Section 11-21 (Harmful Material to Minors) of the Criminal Code of 1961, 720 ILCS 5/11-14, 5/11-15, 5/11-16, 5/11-17, 5/11-20, 5/11-20.1, 5/11-20.3, and 5/11-21.
4. Any offense defined and prohibited by Article 12 (Bodily Harm) of the Criminal Code of 1961, 720 ILCS 5/12-0.1, *et seq.*
5. Any offense defined and prohibited by Article 16 (Theft) of the Criminal Code of 1961, 720 ILCS 5/16-1, *et seq.*
6. Any offense defined and prohibited by Article 20-2 (Possession of Explosives or Incendiary Devices) of the Criminal Code of 1961, 720 ILCS 5/20-2, et seq.
7. Any offense defined and prohibited by Article 24 (Deadly Weapons) of the Criminal Code of 1961, 720 ILCS 5/24-1, *et seq.*
8. Any offense defined and prohibited by Article 25 (Mob Action) of the Criminal Code of 1961, 720 ILCS 5/25-1 *et seq.*
9. Any offense defined and prohibited by Article 26 (Disorderly Conduct) of the Criminal Code of 1961, 720 ILCS 5/26-1, *et seq.*
10. Any offense defined and prohibited by Article 28 (Gambling) of the Criminal Code of 1961, 720 ILCS 5/28-1, *et seq.*
11. Any offense defined and prohibited by Article 31 (Interference with Public Officers) of the Criminal Code of 1961, 720 ILCS 5/31-1, *et seq.*

12. Any offense defined and prohibited by Section 6-16 (Prohibited Sales and Possession) or Section 6-20 (Transfer, possession, and consumption of alcoholic liquor) of the Liquor Control Act of 1934, 235 ILCS 5/6-16 and 5/6-20.
13. Any offense defined and prohibited by the Illinois Controlled Substances Act, 720 ILCS 570/100, *et seq.*
14. Any offense defined and prohibited by the Cannabis Control Act, 720 ILCS 550/1, *et seq.*
15. Any offense defined and prohibited by the Methamphetamine Control and Community Protection Act, 720 ILCS 646/1 *et seq.*
16. Any inchoate offense defined and prohibited by Article 8 (Inchoate Offenses) of the Criminal Code of 1961, 720 ILCS 5/8-1, *et seq.*, which is relative to the commission of any of the aforesaid principal offenses.
17. Any violation of the Village noise ordinances, including Section 92.30 (Noise) and/or Section 130.21 (Noise).
18. Any violation of the Village ordinances regarding leasing and renting properties within the Village, including Section 150.100 (Registration and Licensing of Landlords), Section 150.101 (Posting of Information Relating to Residential Rental Property), Section 150.102 (Authority of Village Manager to Issue Rules and Regulations), Section 150.103 (Occupancy Affidavit and Zoning District Acknowledgement) and/or 150.104 (Certificate of Occupancy).
19. Any violation of Title XI (Business Regulations), Chapter 117 (Alcoholic Beverages), Section 117.47 (Sales to and by Persons Under Age 21, Drunkards, Spendthrifts) and/or 117.48 (Purchase or Acceptance of Gift of Liquor by Person of Nonage) of the Maywood Village Code.
20. Any violation of Title XI (Business Regulations), Chapter 110 (Business Licenses), Chapter 111 (General Business Licenses) or Chapter 112 (Rooming Houses) of the Maywood Village Code, including any uses or activities that are not permitted under the Business Regulations.
21. Any violation of or offense defined and prohibited by Title XII (General Offenses), Chapter 130 (General Offenses) and/or Chapter 131 (Prostitution and Prostitution-Free Zones) of the Maywood Village Code.
22. Any violation of the Village Zoning Code (Chapter 154) involving uses or activities that are not permitted under the applicable Zoning District regulations or that are not authorized by a Village-issued zoning permit (i.e., a Village issued special use permit).
23. Any violation of Section 72.22 (Parking on Public Parkway), Section 72.25 (Parking Prohibited), Section 72.28 (Parking on Private Property) and/or Section 72.29 (Parking in Alleys) of the Village Code.
24. Any violation of Section 72.07 (Property Owner Parking Responsibility).

(C) Other Definitions.

1. "Chief of Police" means the Chief of Police of the Village of Maywood or his or her designee.

2. "Owner" means any person having any legal or equitable interest whatsoever in any real property within the corporate limits of the Village of Maywood, together with the buildings, structures and improvements located thereon.

3. "Permit" means to suffer, allow, approve, consent to, acquiesce in or agree to the doing of an act, including the failure to prevent through inaction.

4. "Person" means any individual, corporation, firm, partnership, limited liability company, unincorporated association or any other group, enterprise or entity capable of owning, using, controlling or occupying property.

5. "Person in Charge" means any person in actual or constructive possession of any real property within the Village or any of the buildings, structures and improvements located thereon, including, but not limited to, a Property Manager or Owner-Occupant of Property under his or her domain, ownership or control, or who, by any means whatsoever, has the ability, authority or right to regulate, restrain, control, direct or affect the conduct of persons present on any such property.

6. "Property" means any real property, including property which is affixed, incidental or pertinent to the land, including but not limited to any premises, room, house, building, or structure or any separate part or portion thereof, whether permitted or not.

(D) Authority to Abate. Any Chronic Public Nuisance found to exist within the Village shall be subject to abatement in accordance with the provisions of this section.

(E) Pre-Abatement Procedure.

1. Upon a determination by the Village that a Property is a Chronic Public Nuisance, the Chief of Police or his/her designee shall notify the Owner, Person in Charge and Occupants of the Property that the Property has been determined to be a Chronic Public Nuisance. The notice shall be served by certified mail, return-receipt requested, or by personal service, and shall contain the following information:

- a. The street address or legal description sufficient for identification of the property.
- b. A statement that the Chief of Police has determined the property to be a Chronic Public Nuisance with a concise description of the public nuisance activities leading to his/her findings.
- c. Demand that the Owner and Person in Charge respond within ten (10) days of the date of the notice to the Chief of Police and propose a course of action that the Chief of Police agrees will abate the public nuisance activities giving rise to the Chronic Public Nuisance.

2. A copy of the notice shall be posted at the Property after ten days has elapsed from the service or mailing of the notice to the Owner and Person in Charge of the Property, if said persons have not contacted the Chief of Police.

3. The failure of any Person to receive notice that the Property may be a Chronic Public Nuisance shall not invalidate or otherwise affect the proceedings under this Section.

4. If, after notification in accordance with subsection (E)1. above, but prior to commencement of legal proceedings by the Village pursuant to this Section, the Owner and/or Person in Charge of the Property stipulate with the Chief of Police that the Owner will pursue a course of action that the parties agree will abate the public nuisance activities giving rise to the chronic public nuisance of the property, the Chief of Police may agree to postpone legal proceedings for a period of not less than ten (10) nor more than forty (40) days. If the agreed course of action does not result in the abatement of the public nuisance activity or if no agreement concerning abatement is reached within the agreed time, the Chief of Police shall request authorization for the village attorney to commence a legal proceeding to abate the chronic public nuisance.

5. Concurrent with the notification procedures set forth herein, the Chief of Police shall send copies of the notice, as well as any other documentation which supports legal proceedings, to the village attorney.

6. When an Owner or Person in Charge makes a response to the Chief of Police as required above, any conduct or statements made in connection with the furnishing of that response shall not constitute an admission that any public nuisance activities have or are occurring. This subsection does not require the exclusion of any evidence which is otherwise admissible or offered for any other purpose.

(F) **Judicial Abatement Procedure.** Following notice, the village attorney may initiate legal proceedings, either in the circuit court or through the Village's administrative adjudication program, to abate the chronic public nuisance, and to seek the penalties and remedies provided in this Section. "Court," as used in this Section, shall refer to either a circuit court judge or administrative hearing officer, as applicable.

(G) **Commencement of Action, Burden of Proof.**

1. In an action seeking abatement of a chronic public nuisance property, the Village shall have the initial burden of showing by a preponderance of the evidence that the property constitutes a Chronic Public Nuisance.

2. It is a defense to an action seeking the closure of a chronic public nuisance property that the Owner or Person in Charge of the Property, at the time in question,

could not, in the exercise of reasonable care or diligence, determine that the property had become a chronic public nuisance property, or could not, in spite of the exercise of reasonable care and diligence, control the conduct leading to the findings that the property is a chronic public nuisance property.

(H) Abatement Remedy; Penalty.

1. Upon being satisfied by affidavits or other sworn evidence that an alleged chronic public nuisance exists, the Court may without notice or bond enter a temporary restraining order or preliminary injunction to enjoin any defendant from maintaining such nuisance or otherwise restraining any defendant in his or her use of the Property.

2. In the event the Court determines a property to be a chronic public nuisance property, the Court may, in addition to any other remedies provided by this Section, enter an order requiring the taking of measures designed to eliminate the chronic public nuisance, including but not limited to making improvements to the property and installing security lighting, hiring licensed and insured security personnel, the appointment of a receiver, the initiation and execution of eviction proceedings against tenants engaged in illicit activities or restraining the Owner, Person in Charge of the Property and/or Occupants from using the property for any purpose for a period of up to one (1) year. Said order may further provide that the Owner, Person in Charge of the Property and/or Occupants shall have the right to use the property during a period of time specified in the order if the Owner, Person in Charge of the Property and/or Occupants post a bond or other security payable to the Village and approved by the Court in an amount between \$1,000.00 and \$50,000.00, which bond or security shall be forfeited and paid over to the Village in the event that any offense set forth in Subsection (B) of this Section is committed upon the property within the period of time set forth in the Court order.

3. In addition to any other remedy provided in this Section, the Court may impose upon the owner of the property, who (i) intentionally, knowingly, recklessly, or negligently encouraged or permitted an illegal activity, described in Subsection (B) of this Section, to occur or continue on the property, or who (ii) failed to implement the reasonable and warranted abatement measures agreed upon, as provided in Subsection (E)(4) of this Section, a civil penalty in the amount of not less than \$500.00 nor more than \$1,000.00 per day for each day on which the property constituted a chronic public nuisance, said penalty to be payable to the Village of Maywood.

In establishing the amount of any civil penalty requested, the Court may consider any of the following factors it finds appropriate and shall cite those found applicable:

- a. The actions or lack of action taken by the owner to mitigate or correct the chronic public nuisance at the property.

- b. Whether the public nuisance activity at the property was repeated or continuous.
- c. The magnitude or gravity of the public nuisance activities.
- d. The cooperation or lack thereof of the Owner and/or Person in Charge of the Property with the Village.
- e. The costs of the Village in investigating and correcting or attempting to correct the public nuisances.

4. The Court may authorize the Village to physically secure the property against use or occupancy in the event the owner fails to do so within the time specified by the Court.

5. All costs incurred by the Village in investigating and correcting or attempting to correct public nuisances hereunder, including reasonable attorneys' fees and costs in bringing any enforcement action hereunder, shall be assessed as a lien against the Property, as may all costs reasonably incurred by the Village to affect the closure of a Property where ordered, and any tenant relocation costs. Prior to placing said lien, the Village shall submit a statement of such costs to the Court for its review. If no objection to the statement is made within the period described by the Court, a lien in said amount may be recorded against said Property.

6. Any person who is assessed the cost of closure and/or civil penalty by the Court shall be personally liable for the payment thereof to the Village.

7. A tenant is entitled to reasonable relocation costs payable by the Owner, as determined by the Court if, without actual notice, the tenant moved into the Property, after either:

a. The Owner or Person in Charge received notice as described herein of the Police Chief's determination as described above, or

b. An unknown owner or other agent received notice of an action brought pursuant to this section.

(I) Emergency closing procedures.

1. In the event that the Chief of Police determines that the property is an immediate threat to the public safety and welfare, the Village may apply to the Court for such interim relief as may be determined appropriate by the Chief of Police. In such an event, the notification provision in Section (E)(1) need not be satisfied; however, the Village shall make a

diligent effort to notify the Owner, Person in Charge of the Property and Occupants prior to a court hearing.

2. In the event that the Court finds the property to constitute a chronic public nuisance property, as defined herein, the Court may order the remedies set out above. In addition, in the event that it also finds that the Owner had knowledge of activities or conditions of the property constituting or violating this Section and permitted the activities to occur, the Court may assess a civil fine as provided above.”

**SECTION 4:** To the extent necessary, all tables of contents, indexes, headings, and internal references or cross-references to sections that need to be amended or deleted within the Maywood Code of Ordinances, as amended, as a consequence of the above Code Amendments, shall be amended by the Village’s codifier so as to be consistent with the terms of this Ordinance.

**SECTION 5:** All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

**SECTION 6:** Each section, paragraph, clause and provision of this Ordinance is severable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

**SECTION 7:** Except as to the Code amendments set forth above in this Ordinance, all Chapters and Sections of the Maywood Village Code, as amended, shall remain in full force and effect.

**SECTION 8:** This Ordinance shall be in full force and effect immediately upon its passage, approval and publication as required by law.


**ADOPTED** this 13<sup>th</sup> day of July, 2021, pursuant to a roll call vote as follows:

**AYES:** Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones,  
A. Peppers and I. Brandon

**NAYS:** None

**ABSENT:** Trustee M. Lightford

APPROVED by me this 13<sup>th</sup> day of July, 2021 and attested by the Village Clerk that same day.



Nathaniel George Booker, Village President

ATTEST:



Gwaine Dianne Williams, Village Clerk



Published by me in pamphlet form this 14<sup>th</sup> day of July, 2021.



Gwaine Dianne Williams, Village Clerk

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

**CLERK'S CERTIFICATE**

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certifies that the attached document is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

**ORDINANCE NO. CO-2021-14**

**AN ORDINANCE AMENDING CHAPTER 72 (STOPPING, STANDING AND PARKING)  
OF TITLE VII (TRAFFIC CODE) AND SECTION 150.036 (CHRONIC PUBLIC NUISANCES),  
CHAPTER 150 (BUILDING REGULATIONS) OF TITLE 15 (LAND USAGE) OF THE  
MAYWOOD VILLAGE CODE RELATIVE TO PROPERTY OWNER PARKING RESPONSIBILITY  
AND CHRONIC PUBLIC NUISANCES**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 13<sup>th</sup> day of July, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 13<sup>th</sup> day of July, 2021.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

**AYES:** Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones,  
A. Peppers and I. Brandon

**NAYS:** None

**ABSENT:** Trustee M. Lightford

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 14<sup>th</sup> day of July, 2021.



[SEAL]

476214\_1

  
Gwaine Dianne Williams, Village Clerk

CERTIFICATION

This Certificate is being furnished to the Illinois Housing Development Authority (the "Authority"), in connection with the funds being made available by the Authority to the **Village Of Maywood** an Illinois unit of local government (the "Recipient") in connection with the Authority's Abandoned Residential Property Municipality Relief Program.

The undersigned hereby certifies that:

- (a) attached hereto as Exhibit A is a true, correct and complete original of the certificate of incumbency and the named individual(s) has/have been duly elected and is/are now fulfilling the office set forth after their name(s), with all the powers attached thereto:

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
\_\_\_\_\_, an  
Illinois municipal corporation

By: \_\_\_\_\_  
\_\_\_\_\_  
Secretary

CERTIFICATION

This Certificate is being furnished to the Illinois Housing Development Authority (the "Authority"), in connection with the funds being made available by the Authority to the \_\_\_\_\_, an Illinois unit of local government (the "Recipient") in connection with the Authority's Abandoned Residential Property Municipality Relief Program.

The undersigned hereby certifies that:

- (a) attached hereto as Exhibit A is a true, correct and complete original of the certificate of incumbency and the named individual(s) has/have been duly elected and is/are now fulfilling the office set forth after their name(s), with all the powers attached thereto:

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
\_\_\_\_\_, an  
Illinois municipal corporation

By: \_\_\_\_\_  
\_\_\_\_\_  
Secretary

**INCUMBENCY CERTIFICATE**

The following named individual(s) has/have been duly elected and is/are now fulfilling the office set forth after his/her name, with all the powers attached thereto; the signature after his/her name is the genuine signature of such individual:

Name:	Office:	Signature:
_____	Mayor	_____
_____	Village Clerk [or equivalent]	_____
_____	Village Manager	_____

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
\_\_\_\_\_, an  
[Illinois not-for-profit corporation]  
[Illinois municipal corporation]

By: \_\_\_\_\_  
\_\_\_\_\_  
Secretary

**CORPORATE RESOLUTION DATED \_\_\_\_\_**

A CORPORATE RESOLUTION ACCEPTING A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S ABANDONED RESIDENTIAL PROPERTY MUNICIPAL RELIEF PROGRAM.

**WHEREAS**, the Village Of Maywood (the "Sponsor") has been awarded a grant (the "Grant") from the Illinois Housing Development Authority (the "Authority") program administrator of the Abandoned Residential Property Municipal Relief Program (the "Program"), as that Program is authorized by Section 7.31 of the Illinois Housing Development Act, 20 ILCS 3805/1 et seq. and the rules promulgated under the Act codified at 47 Ill. Adm. Code 381, as may be amended from time to time.

**THEREFORE BE IT RESOLVED**, that the Sponsor shall enter into the Agreement with the Authority wherein the Authority agrees to make the Grant to the Sponsor, which shall be used by the Sponsor to assist with the maintenance and demolition of abandoned properties within the Recipient's area, all in accordance with the terms and conditions set forth in the Agreement.

**FURTHER RESOLVED**, that the Mayor of the Sponsor and the Village Clerk of the Sponsor are hereby authorized and empowered to execute and deliver in the name of or on behalf of the Sponsor the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for the Sponsor to perform its obligations under the Agreement.

**FURTHER RESOLVED**, that the Mayor and Village Clerk be and hereby are authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, Agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

**FURTHER RESOLVE**, that the Sponsor hereby ratifies, authorizes and confirms and approves all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

(Signature page follows)

PASSED BY THE CITY OF \_\_\_\_\_ CITY COUNSEL, STATE OF ILLINOIS AND  
APPROVED BY ITS \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
2014.

APPROVED:

\_\_\_\_\_  
, Mayor

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T 708 349 3888 F 708 349 1506[www.ktjlaw.com](http://www.ktjlaw.com)**MEMORANDUM**

**TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**

**FROM: Michael T. Jurusik**

**DATE: July 29, 2021**

**RE: Illinois Housing Development Authority  
Abandoned Residential Property Municipal Relief Grant Program**

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Per the direction of Mayor Nathaniel George Booker, I have enclosed the following documents for review and consideration at the August 3, 2021 Committee of the Whole Meeting and action at the August 3, 2021 Special Village Board Meeting:

1. RESOLUTION ACCEPTING A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S ABANDONED RESIDENTIAL PROPERTY MUNICIPAL RELIEF PROGRAM AND AUTHORIZING AND APPROVING THE EXECUTION OF THE GRANT AGREEMENT
2. CERTIFICATION form per the Illinois Housing Development Authority ("IHDA")
3. INCUMBENCY CERTIFICATE form per the IHDA

In order to be eligible to apply for and be awarded a grant from the Illinois Housing Development Authority (the "Authority") under its Abandoned Residential Property Municipal Relief Program (the "Program"), the Village must approve the enclosed Resolution. Upon approval of the Resolution, the enclosed CERTIFICATION form and INCUMBENCY CERTIFICATE form need to be completed and executed by the Village and sent back to IHDA along with a certified copy of the Resolution.

If there are any questions, feel free to contact me.

*Mike***Enclosures**

cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)  
Chasity Wells-Armstrong, Village Manager (w/ encls.)  
Lanya Satchell, Finance Director (w/ encls.)  
Angela Smith, Interim Director of Community Development Department (w/ encls.)  
Michael A. Marrs, KTJ (w/ encls.)

RESOLUTION NO. R-2021 - \_\_\_\_\_

**A RESOLUTION ACCEPTING A GRANT FROM THE  
ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S  
ABANDONED RESIDENTIAL PROPERTY MUNICIPAL RELIEF PROGRAM AND  
AUTHORIZING AND APPROVING THE EXECUTION OF THE GRANT AGREEMENT**

**WHEREAS**, the Village of Maywood (the "Village" or the "Recipient" or the "Sponsor") has been awarded a grant (the "Grant") from the Illinois Housing Development Authority (the "Authority") program administrator of the Abandoned Residential Property Municipal Relief Program (the "Program"), as that Program is authorized by Section 7.31 of the Illinois Housing Development Act, 20 ILCS 3805 and the rules promulgated under the Act codified at 47 Ill. Adm. Code 381, as may be amended from time to time; and

**WHEREAS**, the Sponsor shall enter into the "Grant Agreement" with the Authority wherein the Authority agrees to make the Grant to the Sponsor, which shall be used by the Sponsor to assist with the maintenance and demolition of abandoned properties within the Recipient's area, all in accordance with the terms and conditions set forth in the Grant Agreement. A copy of the Grant Agreement is attached as **Exhibit "A"** and is on file with the Village Clerk's Office; and

**WHEREAS**, the Village will use the Grant Funds solely and exclusively for eligible activities and expenditures in connection with the Program and for no other purpose; and

**WHEREAS**, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to approve and enter into the attached Grant Agreement pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), and finds that accepting and entering into the Grant Agreement is in the best interests of the Village, its residents, business owners, property owners and the public.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

**SECTION 2:** The President and Board of Trustees of the Village (the "Sponsor") accept the Grant and authorize the approval and execution of the Grant Agreement with the Authority (**Exhibit "A"**) to be entered into with Authority for the purposes stated in the Grant Agreement.

**SECTION 3:** The President and Board of Trustees of the Village of Maywood further authorize and direct that the Village President, the Village Clerk, the Village Treasurer, the Village Attorney and/or the Village Manager, or their designees, accept the Grant Funds and execute and deliver such additional documents, instruments and certificates (including any amendments, agreements or supplements) as may be necessary or desirable for the Village to perform its obligations under the Grant Agreement. The Village President, the Village Clerk, the Village Treasurer, the Village Attorney and/or the Village Manager, or their designees, are authorized and directed to transmit executed originals or certified copies of all documents, including the Grant Agreement, to all parties and agencies that are entitled to

receive such documents, as required and directed by any other governmental oversight regulatory agency, in order to comply with the terms of the Grant Agreement.

**SECTION 4:** The President and Board of Trustees of the Village ratify, authorize, confirm and approve all documents and instruments executed in connection with the Grant and the Grant Agreement, including those acts taken prior to the date hereof.

**SECTION 5:** This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this 3rd day of August, 2021, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** this 3rd day of August, 2021, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

\_\_\_\_\_  
Nathaniel George Booker, Village President

**ATTEST:**

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

**Exhibit "A"**

**GRANT AGREEMENT FOR THE  
ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S  
ABANDONED RESIDENTIAL PROPERTY MUNICIPAL RELIEF PROGRAM**

(attached)

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

**RESOLUTION NO. R-2021 - \_\_\_\_\_**

**A RESOLUTION ACCEPTING A GRANT FROM THE  
ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S  
ABANDONED RESIDENTIAL PROPERTY MUNICIPAL RELIEF PROGRAM AND  
AUTHORIZING AND APPROVING THE EXECUTION OF THE GRANT AGREEMENT**

which Resolution was passed by a roll call vote the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 3rd day of August, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 3rd day of August, 2021.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this \_\_\_\_ day of August, 2021.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

[SEAL]

CERTIFICATION

This Certificate is being furnished to the Illinois Housing Development Authority (the "Authority"), in connection with the funds being made available by the Authority to the **Village Of Maywood** an Illinois unit of local government (the "Recipient") in connection with the Authority's Abandoned Residential Property Municipality Relief Program.

The undersigned hereby certifies that:

- (a) attached hereto as Exhibit A is a true, correct and complete original of the certificate of incumbency and the named individual(s) has/have been duly elected and is/are now fulfilling the office set forth after their name(s), with all the powers attached thereto:

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
\_\_\_\_\_, an  
Illinois municipal corporation

By: \_\_\_\_\_  
\_\_\_\_\_  
Secretary

**INCUMBENCY CERTIFICATE**

The following named individual(s) has/have been duly elected and is/are now fulfilling the office set forth after his/her name, with all the powers attached thereto; the signature after his/her name is the genuine signature of such individual:

Name:	Office:	Signature:
_____	Mayor	_____
_____	Village Clerk [or equivalent]	_____
_____	Village Manager	_____

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
\_\_\_\_\_, an  
[Illinois not-for-profit corporation]  
[Illinois municipal corporation]

By: \_\_\_\_\_  
\_\_\_\_\_  
Secretary